

BK 1753 PG 0658

DEED OF TRUST

Prepared By  
Wells Fargo Financial  
775 Goodman Rd. Suite 3  
Southaven, MS 38671  
662-344-0229

Grantors: JAY MICHAEL SIGLER AND WIFE, CAROLYN N. SIGLER  
Lender: Wells Fargo Financial Mississippi, Inc., 775 GOODMAN RD SUITE 3 SOUTHAVEN, MS 38671  
Trustee: T. FRANK COLLINS

This Deed of Trust, made this 13TH day of JUNE, 2003, witnesseth that Grantors named above are indebted to Lender named above on a certain Real Estate COD Revolving Loan Agreement of even date, evidencing a loan made to Grantors by Lender. Said Real Estate COD Revolving Loan Agreement is payable in monthly instalments. The Agreed Rate of Charge per year applicable to said loan and Real Estate COD Revolving Loan Agreement is 18.00 %.

In consideration of the aforesaid indebtedness and in order to secure the prompt payment of said Real Estate COD Revolving Loan Agreement and any future note or notes executed and delivered to Lender by Grantors at any time before said Real Estate COD Revolving Loan Agreement shall be paid in full, evidencing either a future loan by said Lender or a refinancing of any unpaid balance of said Real Estate COD Revolving Loan Agreement or renewal thereof, or both such future loans and refinancing, but not exceeding in the aggregate at any one time an unpaid amount of \$200,000, the Grantors hereby sell, convey, and warrant unto the Trustee named above the following described real estate located in DESOTO County, State of MISSISSIPPI:

THE DESCRIPTION OF THE PROPERTY IS ON A SEPERATE FORM ATTACHED TO THIS DEED OF TRUST, WHICH DESCRIPTION IS PART OF THIS DEED OF TRUST.

STATE MS. - DESOTO CO.  
FILED  
JUN 27 4 34 PM '03

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W.E. DAVIS CH. CLK.

To have and to hold the same unto the said Trustee, and unto his heirs in trust and assigns, forever.

But this is a Trust Deed, and this conveyance is in trust for the following purposes and none other: If the Grantors shall well and truly pay and discharge the indebtedness secured hereby, according to the terms of the instrument or instruments evidencing the same, then this instrument and conveyance shall be void and of no further force and effect. But if Grantors default in payment of any indebtedness hereby secured, or default in any term or condition of any other obligation, agreement, or indebtedness owing to Lender, or default in any term or condition of any other obligation, agreement, or indebtedness secured by the above-described real estate owing to any party whatsoever, then the Trustee may upon demand of the holder of the Real Estate COD Revolving Loan Agreement declare immediately due and payable all indebtedness then remaining unpaid and secured hereby, and the Trustee, or his successor, is hereby authorized and empowered to enter and take possession of said real estate, and before or after such entry, to advertise the sale of said real estate once each week for three consecutive weeks, giving notice of the time, place, and terms of sale in a newspaper published in the county in which said real estate is located, and to sell the same to the highest bidder for cash at the Court House in said county free from equity of redemption, homestead, dower, and all other exemptions, all of which are hereby expressly waived, and said Trustee shall execute a conveyance and deliver possession to the purchaser, or the Trustee may sell the real estate described herein for cash in such other manner as may be provided or permitted by law.

The Lender, its successors and assigns may in writing appoint successive or substitute trustees in the place of the Trustee named herein or any successor Trustee if from any cause said Trustee or any successor Trustee shall not be present, able and willing to act hereunder or if said Lender or its successors or assigns shall for any reason desire to do so.

In case of sale under this Deed of Trust, the proceeds will be applied by the Trustee as follows: first, to the payment of necessary expenses of this trust and its execution, and second, to the indebtedness secured hereby, and the surplus, if any, shall be paid to the Grantors.

Wherever used herein the plural number shall be construed to include the singular, the singular the plural, and the use of any gender shall include all genders.

In Witness Whereof the Grantors have hereunto set their hands the day and year first above written.

Jay Michael Sigler GRANTOR ◀SIGN HERE  
Carolyn N. Sigler GRANTOR ◀SIGN HERE

STATE OF MISSISSIPPI } ss.  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority, the within named JAY MICHAEL SIGLER AND CAROL N. SIGLER who acknowledged that he, she or they, as the case may be, signed and delivered the above foregoing Deed of Trust on the 13TH day of JUNE, 2003 mentioned.

Given under my hand and official seal this 13TH day of JUNE, 2003.  
My commission expires FEBRUARY 9, 2007.

Deborah Sweat  
NOTARY PUBLIC  
DEBORA SWEAT  
NOTARY PUBLIC  
DESOTO COUNTY, MS

This instrument was prepared by DEBORAH SWEAT  
Financial Mississippi, Inc., 775 GOODMAN RD SUITE 3 SOUTHAVEN, MS 38671  
(ADDRESS)

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ADDENDUM FOR LEGAL DESCRIPTION  
OF MORTGAGE/DEED OF TRUST  
DATED JUNE 13, 2003  
MORTGAGORS.

JAY MICHAEL SIGLER AND WIFE, CAROLYN N. SIGLER

6.64 acres in the Southeast Quarter of Section 32, Township 3 South, Range 7 West, described as follows: BEGINNING at a point that is located 379.48 feet in a direction of North 4 degrees 30 minutes west and 2,008.80 feet in a direction of South 85 degrees 30 minutes west of the Southeast corner of Section 32, Township 3 South, Range 7 West, said point being marked with an iron pin; thence North 89 degrees 30 minutes west a distance of 255.09 feet to a point marked with an iron pin; thence North 16 degrees 30 minutes east a distance of 955.20 feet to a point marked with an iron pin; thence North 78 degrees 10 minutes east a distance of 210.23 feet to a point marked with an iron pin; thence South 4 degrees 30 minutes east a distance of 558.00 feet to a point marked with an iron pin; thence South 32 degrees 30 minutes west a distance of 480.92 feet to the point of beginning, containing 6.64 acres, more or less. Lot 4.

LESS AND EXCEPT:

Legal Description of a 1.50 acre, more or less, tract of land being located in part of the Southwest Quarter and Southeast Quarter of Section 32, Township 3 South, Range 7 West, DeSoto County, Mississippi, and is further described as follows: Beginning at the Southeast corner of Section 32, Township 3 South, Range 7 West; thence North 04 degrees 30 minutes 00 seconds West 379.48 feet to a point; thence South 85 degrees 30 minutes 00 seconds West 2008.80 feet to a point; thence North 32 degrees 30 minutes 00 seconds East 209.93 feet to a one inch iron pipe (set) being the true point of beginning; thence North 07 degrees 00 minutes 57 seconds West 332.61 feet to an one inch iron pipe (set); thence North 32 degrees 30 minutes 00 seconds East 321.52 feet to a one inch iron pipe (set); thence South 04 degrees 15 minutes 54 seconds East 356.08 feet to a one inch iron pipe (found); thence South 32 degrees 30 minutes 00 seconds West 291.62 feet to the point of beginning containing 1.50, more or less, (65.33 more or less square feet), acres of land, and as reflected on the survey of Jay W. Smith, Registered Professional Land Surveyor, dated September 24, 1997, a copy being attached hereto and incorporated herein by reference.

*Jay Michael Sigler*  
JAY MICHAEL SIGLER

*Carol N. Sigler*  
CAROL N. SIGLER