



Return to

BK 1868 PG 0552

Prepared by:  
Wells Fargo Bank N.A.  
Wells Fargo Home Equity  
7600 Office Plaza Drive  
West Des Moines, IA 50266  
9017571600

VELANDER, ANDERSON  
AND BEARD  
46 TIMBER CREEK DRIVE  
MEMPHIS, TENNESSEE 38018-4233  
901-757-1600

STATE MS.-DE SOTO CO.  
FILED  
Nov 12 10 38 AM '03

To the Chancery Clerk of the \_\_\_\_\_  
Judicial District of DeSoto  
County, Mississippi.: The real property described herein is  
situated in the \_\_\_\_\_ and the  
\_\_\_\_\_ of Section \_\_\_\_\_,  
Township \_\_\_\_\_, Range  
\_\_\_\_\_, \_\_\_\_\_, Judicial District  
of DeSoto \_\_\_\_\_ County, Mississippi.

BK 1868 PG 552  
FILED  
D. DAVIS CH. CLK.

After Recording Return To:  
Wells Fargo Bank N.A.  
Wells Fargo Services Co.  
Consumer Loan Servicing Center  
P.O. Box 31557  
Billings, MT 59107-9900

\_\_\_\_\_ State of Mississippi \_\_\_\_\_ Space Above This Line For Recording Data \_\_\_\_\_

**DEED OF TRUST** 65012587960001  
(With Future Advance Clause)

THIS DEED OF TRUST SECURES A LINE OF CREDIT

1. **DATE AND PARTIES.** The date of this Deed of Trust ("Security Instrument") is  
23 October 2003 and the parties, their addresses and taxidentification numbers,  
if required, are as follows:

GRANTOR:  
EARL ORWIG JR. AND LOY H ORWIG, AND VIRGINIA HOLMAN,  
ALL AS JOINT TENANTS

If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their  
signatures and acknowledgments.

TRUSTEE: Jeffrey Wagner, McGlinchey Stafford PLL  
Suite 10 Skytel Centre South, 200 S Larimer Street, Jackson  
MS 39201

LENDER: Wells Fargo Bank N.A.  
420 Montgomery Street  
San Francisco, CA 94104

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, bargains, sells, conveys and warrants to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:  
See attached Exhibit A

Tax ID 2065150000000102

The property is located in DeSoto at 9779 COLLEGE ROAD  
 (County)  
 OLIVE BRANCH, Mississippi 38654  
 (Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 53,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:  
 A. Debt incurred under the terms of the promissory note, revolving line of credit agreement, contract, guaranty or other evidence of debt dated 10/23/2003, together with all amendments, extensions, modifications or renewals. The maturity date of the Secured Debt is 11/20/2013.  
 B. All future advances from Lender to Grantor, or any of them, under such evidence of debt, whether obligatory or discretionary. All obligatory future advances and advances to cure breaches of covenants contained in the Mortgage are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances which exceed \$ 53,000.00.  
 C. All sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.
5. **PAYMENTS.** Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
6. **WARRANTY OF TITLE.** Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, bargain, sell and convey the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:  
 A. To make all payments when due and to perform or comply with all covenants.  
 B. To promptly deliver to Lender any notices that Grantor receives from the holder.

- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
8. **CLAIMS AGAINST TITLE.** Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.
  9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
  10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.
  11. **AUTHORITY TO PERFORM.** If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
  12. **ASSIGNMENT OF LEASES AND RENTS.** Grantor irrevocably grants, bargains and sells to Trustee, in trust for the benefit of Lender, as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Grantor will promptly provide Lender with true and correct copies of all existing and future Leases. Grantor may collect, receive, enjoy and use the Rents so long as Grantor is not in default under the terms of this Security Instrument. Grantor agrees that this assignment is immediately effective between the parties to this Security Instrument. Grantor agrees that this assignment is effective as to third parties when Lender or Trustee takes affirmative action prescribed by law. Grantor agrees that Lender or Trustee may take actual possession of the property without the necessity of commencing legal action and that actual possession is deemed to occur when Lender, or its agent, notifies Grantor of default and demands that any tenant pay all future Rents directly to Lender. On receiving notice of default, Grantor will endorse and deliver to Lender any payment of Rents in Grantor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Grantor warrants that no default exists under the Leases or any applicable landlord/tenant

law. Grantor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

13. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium, time-share or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
14. **DEFAULT.** Grantor will be in default if any party obligated on the Secured Debt fails to make payment when due. Grantor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.
15. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default. If Grantor shall be in default under this Deed of Trust, then, in that event, the entire Secured Debt, together with all interest accrued thereon, shall, at the option of Lender, be and become at once due and payable without notice to Grantor, and Trustee shall, at the request of Lender, sell the Property conveyed, or a sufficiency thereof, to satisfy the Secured Debt at public outcry to the highest bidder for cash. Sale of the Property shall be advertised for three (3) consecutive weeks preceding the sale in a newspaper having a general circulation therein, and by posting a notice for the same time at the courthouse of the same county. The notice and advertisement shall disclose the names of the original debtors in this Deed of Trust. Grantor waives the provisions of Section 89-1-55 of the Mississippi Code of 1972, as amended, if any, as far as this section restricts the right of Trustee to offer at sale more than 160 acres at a time, and Trustee may offer the property herein conveyed as a whole, regardless of how it is described. No sale of any of the Property shall extinguish the right of Lender to request or Trustee to make any additional sales of the Property. If the Property is situated in two (2) counties, or in two (2) judicial districts of the same county, Trustee shall have full power to select in which county, or judicial district, the sale of the Property is to be made, newspaper advertisement published and notice of sale posted, and Trustee's selection shall be binding upon Grantor and Lender. Should Lender be a corporation or an unincorporated association, then any officer thereof may declare Grantor to be in default and request Trustee to sell the Property. Lender shall have the same right to purchase the Property at the foreclosure sale as would a purchaser who is not a party to this Deed of Trust. From the proceeds of the sale of Trustee shall first pay all costs of the sale including reasonable compensation to Trustee; then the Secured Debt due Lender by Grantor, including accrued interest and attorneys' fees due for collection of the debt; and then, lastly, any balance remaining to Grantor. All remedies are distinct, cumulative and not exclusive, and Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.
16. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Grantor agrees to pay all of Lender's expenses if Grantor breaches any covenant in this Security Instrument. Grantor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and

expenses incurred by Lender in collecting, enforcing or protecting Lenders' rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Grantor agrees to pay for any recordation costs of such release.

- 17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," or "hazardous substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
  - B. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
  - C. Grantor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Grantor shall take all necessary remedial action in accordance with any Environmental Law.
  - D. Grantor shall immediately notify Lender in writing as soon as Grantor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
- 18. CONDEMNATION.** Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
- 19. INSURANCE.** Grantor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument. All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor. Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application

of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

- 20. ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.
- 21. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.
- 22. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Grantor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.
- 23. APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument. In the event any section in this Security Instrument directly conflicts with any section of a certain revolving line of credit agreement or promissory note referenced in Section 4, the terms and conditions of the revolving line of credit agreement or promissory (as applicable), the arbitration agreement, and the agreement to provide flood/property insurance, all of which Grantor agrees to by signing this Security Instrument, the terms and conditions of said documents and not the Security Instrument shall control.
- 24. SUCCESSOR TRUSTEE.** Lender may at any time, without giving formal notice to the original or any successor Trustee, or to Grantor, and without regard to the willingness or inability of any such Trustee to execute this trust, appoint another person or succession of persons to act as Trustee by written instrument filed in the land records of the county where the Property is located, and such appointee in the execution of this trust shall have all the powers vested in and obligations imposed upon Trustee.
- 25. NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors.

26. **WAIVER.** Except to the extent prohibited by law, Grantor waives all appraisal rights relating to the Property.

27. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:

- Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- Fixture Filing.** Grantor grants to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
- Renewal and Extension.** This Deed of Trust is given and taken in renewal and extension of a deed of trust dated the \_\_\_\_\_ day of \_\_\_\_\_ and recorded in Book \_\_\_\_\_ page \_\_\_\_\_ deed records DeSoto County, Mississippi, and is in no way intended to void the said deed of trust or impair the security thereof.
- Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]
  - Condominium Rider
  - Planned Unit Development Rider
  - Other \_\_\_\_\_
- Additional Terms.**

**SIGNATURES:** By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Earl Orwig Jr 10/23/03 (Date)  
EARL ORWIG JR

Loy H Orwig (Date)  
LOY H ORWIG

Virginia Holman 10/23/03 (Date)  
VIRGINIA HOLMAN

\_\_\_\_\_ (Date)

\_\_\_\_\_ (Date)

\_\_\_\_\_ (Date)

\_\_\_\_\_ (Date)

\_\_\_\_\_ (Date)

**ACKNOWLEDGMENT:**

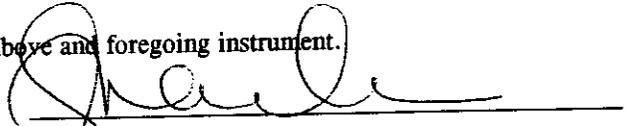
(Individual)

STATE OF ~~MS~~ TN ), ss.

COUNTY OF ~~DeSoto~~ Shelby ), ss.

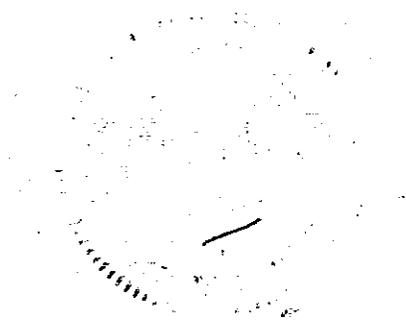
Personally appeared before me, the undersigned authority in and for the said county and state, on this 23<sup>rd</sup> day of October, 2007, within my jurisdiction, the within named EARL ORWIG JR, LOY H ORWIG, VIRGINIA HOLMAN

who acknowledged that he/she/they executed the above and foregoing instrument.

  
(Notary Public)

My commission expires: 8/14/07

(Seal)



DATE OF AGREEMENT: 10/23/2003

REFERENCE #: 20032683613179  
ACCOUNT #: 65012587960001**NOTICE OF FINAL AGREEMENT AND ARBITRATION AGREEMENT****Resolving Disputes - Arbitration Agreement**

In this Arbitration Agreement, "the Bank" means Wells Fargo Bank N.A. or any transferee of the Agreement or Note as applicable, and "I", "me", and "my" means the undersigned customer or customers, individually and jointly. Maintaining good relationships with customers is very important to the Bank. I agree to contact the bank immediately if I have a problem with one of my accounts or loans with the Bank or a service the Bank provides to me. Often a telephone call will resolve the matter quickly and amicably. However, if the Bank and I are not able to resolve our differences informally, I agree that any dispute between me and the Bank, regardless of when it arises or arose, will be settled, at the option of me or the Bank, using the following procedures.

I UNDERSTAND AND AGREE THAT I AM WAIVING MY RIGHT TO JURY TRIAL, BEFORE A JUDGE IN A PUBLIC COURT. FURTHER, I WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY DISPUTE SUBJECT TO ARBITRATION.

**NOTICE:** THIS DOCUMENT AND ALL OTHER DOCUMENTS RELATING TO THIS LOAN CONSTITUTE A WRITTEN LOAN AGREEMENT WHICH REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES RELATING TO THE LOAN CLOSED ON THE SAME DATE AS THIS AGREEMENT IS SIGNED.

**Disputes**

A dispute is any unresolved disagreement between the Bank and me that relates in any way to accounts, loans with the Bank, services provided by the Bank, or agreements with the Bank. A dispute includes any claims or controversy of any kind, which arises out of or are in any way related to these accounts, loans, services or agreements. It includes claims based on broken promises or contracts, tort (injury caused by negligent or intentional conduct), breach of fiduciary duty or other wrongful actions. It also includes any statutory common law and equitable claim. A dispute also includes any disagreement about the meaning of the Arbitration Agreement and whether a disagreement is a "dispute" subject to binding arbitration as provided for in the Arbitration Agreement. No dispute may be joined in arbitration with a dispute of any other person or arbitrated on a class action basis.

**Binding Arbitration**

Binding arbitration is a means of having one or more independent third parties resolve disputes without using the court system, judges or juries. Either the Bank or I may submit a dispute to binding arbitration at any reasonable time notwithstanding that a lawsuit or other proceeding has commenced. If either the Bank or I fail to submit to binding arbitration following a lawful demand, the party who fails to submit shall bear the costs and expenses incurred by the party compelling arbitration. **Neither you nor I shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in any private attorney general capacity.**

The American Arbitration Association (the AAA) shall administer each arbitration, including the selection of arbitrators, pursuant to the commercial arbitration rules of the AAA. Each arbitration will be governed by the provisions of the Federal Arbitration Act (Title 9 of the United States Code) and, to the extent any provision of that Act is applicable, unenforceable or invalid, the laws of the state governing the relationship between me and the Bank about which the dispute arose. To find out how to initiate arbitration, I can simply call any office of the AAA.

**Exception - Certain Real Property Collateral**

Notwithstanding contrary provisions herein, no dispute shall be submitted to arbitration if the dispute concerns indebtedness secured by real property and if arbitration of the dispute would preclude enforcement of a mortgage, lien or security interest securing such indebtedness unless (1) the holder of such mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (2) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of any applicable one action rule statutes, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing any such indebtedness and obligations, shall remain fully valid and enforceable.

**Right To Other Remedies Preserved**

Neither this Arbitration Agreement, nor the exercise of any of the rights the Bank and I have under the Agreement, shall stop me or the Bank from exercising any lawful rights either of us has to use other remedies available for the purpose of (1) preserving, foreclosing, or obtaining possession of real or personal property; (2) exercising self-help remedies including setoff and repossession rights; or (3) obtaining provisional or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction.

**Miscellaneous**

The AAA - the arbitrator - and the parties - the Bank and I - shall, to the extent feasible, take any action necessary to assure that an arbitration proceeding hereunder is furnished within one hundred eighty (180) days of the filing of the dispute with the AAA. Arbitration proceedings shall be conducted in the state in which I reside, at a location determined by the AAA. All statutes of limitations applicable to any dispute shall apply to any arbitration between the Bank and me. If a claim is properly filed in a small claims or justice court and if the small claims or justice court has jurisdiction to resolve the claim, including all cross-claims and counterclaims, then the party that demands arbitration and removes the claim from the small claims or justice court shall pay the administrative fee of the AAA and the fees, cost and expenses of the arbitrator. This Arbitration Agreement shall survive the termination, amendment or expiration of any documents or any relationship between the parties.

**Judicial Reference (California Only)**

If California law governs this Arbitration Agreement and an action or proceeding is commenced by complaint before any court in California and neither I nor the Bank request that the dispute be submitted to arbitration, then, upon motion by either the Bank or me, the dispute shall be heard by a reference under the provisions of the California Code of Civil Procedure, Section 638 and following. The referee shall be either a practicing attorney or retired judge. The reference process is not subject to a trial by jury.

LENDER:  
Wells Fargo Bank N.A.

By: Craig D. Wildman 10/23/2003  
Date Signed

CUSTOMER(S):  
Earl Orwig Jr 10/23/03  
Customer EARL ORWIG JR Date Signed

Loy H Orwig 10/23/03  
Customer LOY H ORWIG Date Signed

Virginia Holman 10/23/03  
Customer VIRGINIA HOLMAN Date Signed

\_\_\_\_\_  
Customer Date Signed

## Exhibit "A"

A parcel of land being part of the Northeast Quarter of Section 18, Township 2 South, Range 6 West, DeSoto County, Mississippi and being more particularly described as follows, to-wit:

Commencing at a P. K. Nail at the northeast corner of said Section 15, Township 3 South, Range 6 West; thence South 84 degrees 54 minutes 34 seconds West, a distance of 1062.70 feet to the point of beginning for the following tract: thence South 00 degrees 13 minutes 54 seconds East a distance of 455.15 feet to a 3/8" rebar set; thence south 81 degrees 55 minutes 54 seconds West, a distance of 145.64 feet to a 3/8" rebar set; thence north 00 degrees 13 minutes 54 seconds West, a distance of 455.15 feet to a point; thence North 87 degrees 55 minutes 45 seconds East, a distance of 145.64 feet to a point to the point of beginning and containing or 1.50 acres, subject to existing easements, right of way for College Road Subdivision and zoning regulations in effect in DeSoto County Mississippi.