

*When recorded return to:*  
Wells Fargo Services Company  
PO Box 31557  
Billings, MT 59107

**AFFIDAVIT**

Account#650215957019981p

The undersigned, on behalf of **Wells Fargo Bank, N.A.**, whose address is 2324 Overland Ave Billings MT 59102 ("Bank"), being first duly sworn, hereby attests as follows:

That Bank claims as interest in the following described property: **Lot 5, Tate Minor Subdivision, in Section 15, Township 2 South, Range 8 West, as shown on Plat of record in Book 316, Page 576, in the Chancery Clerk's Office of DeSota County, Mississippi, to which Plat reference is hereby made for a more particular description of said property**

That such an interest is claimed by virtue of a certain mortgage or deed of trust ("the Security Instrument") given by **Geraldine B Rush, A Single Person** ("Mortgagor <<s>>"), having an address of 2793 Austin Rd, Nesbit, MS 38651 for the benefit of Bank, dated 1-30-04, and securing a line of credit in the amount of \$59,000.00; and

That Mortgagor <<s>> signed and delivered to Bank, as an integral part of the Security Instrument, a certain Rider to that Security Instrument; and

That Bank caused said Security Instrument to be recorded in the DeSoto, County recorder's office in Book 1923, Page 733 as document no. n/a; however, the Rider inadvertently was not included with security Instrument for recording. The executed original of the Rider is attached to this Affidavit. Bank is filing this Affidavit to provide notice to the World of its interest pursuant to the terms and provisions of the Rider to said Security Instrument; and

That all notices or claims relating hereto may be given to Bank at Wells Fargo Bank 2324 Overland Ave Billings MT 59102.

Cherri Carney, being duly sworn on oath says that she is a Collateral Officer of Wells Fargo Bank, N.A.; that s/he has actual personal knowledge of the facts stated in this Affidavit; and that all statements in this Affidavit are true to the best of her/his knowledge.

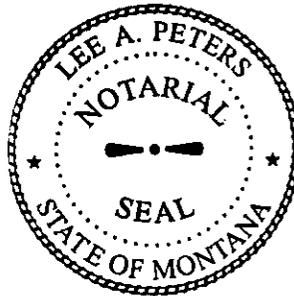
Date:**11-5-2004**

Wells Fargo Bank, N.A.  
By: *Cherri Carney*  
Cherri Carney, Collateral Officer  
Duly Authorized

STATE OF MONTANA/COUNTY OF YELLOWSTONE } ss.

This instrument was acknowledged before me on **11-5-2004**, by Cherri Carney, Collateral Officer of Wells Fargo Bank.

*Lee A Peters*  
**Lee A Peters**, Notary Public for the State of Montana  
Residing at **Park City, Montana**  
My Commission Expires: **11-10-2007**



This instrument was drafted by: **Lee A Peters**, Clerk  
Wells Fargo Bank  
2324 Overland Avenue, P. O. Box 31557  
Billings, MT 59107 Phone 866/255-9102 opt. 2

224

65021595701998

**HOME ASSET MANAGEMENT ACCOUNT {SM} RIDER TO MORTGAGE/DEED OF TRUST**

(Open end credit with  fixed rate  variable rate interest)

This Home Asset Management Account {SM} Rider is dated 1/30/2004 and is an amendment to the Mortgage or Deed of Trust ("Mortgage") of the same date given by the undersigned,

GERALDINE B RUSH

(hereinafter "Mortgagor") to secure the borrower's EquityLine with FlexAbility<sup>SM</sup> Agreement with Wells Fargo Bank, N.A. ("Lender") covering the property more particularly described in the Mortgage (the "Property").

In addition to the covenants and agreements made in the Mortgage, Mortgagor and Lender further covenant and agree as follows:

- 1. The word "Note", as used in the Mortgage and this Rider, refers to the EquityLine with FlexAbility<sup>SM</sup> Agreement and Home Asset Management Account<sup>SM</sup> Addendum to EquityLine with FlexAbility<sup>SM</sup>.
- 2. Despite any language to the contrary in the Mortgage, Mortgagor covenants that the Property is unencumbered, except for a first lien purchase money or refinance of purchase money encumbrance in the name of Wells Fargo Home Mortgage, Inc., its affiliates, successors or assignees.
- 3. Paragraph number 4 of the Mortgage, which is captioned SECURED DEBT AND FUTURE ADVANCES is hereby deleted in its entirety and replaced by the following paragraph: 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 of same date together with all amendments, extensions, modifications or renewals. The maturity date of the secured Debt is 2/20/2014
- B. All future advances from Lender to the borrower under such evidence of debt, whether obligatory or discretionary. All obligatory future advances and advances to cure breeches 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 \$ 59,000.00

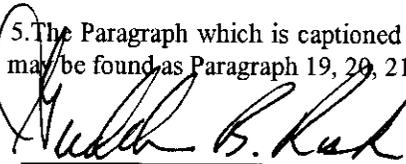
C. All sums advanced and expenses incurred by Lender for insuring, preserving, or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

D. The terms and conditions of the Note referenced in A above include, but are not limited to, a 10 year period for advances under a revolving line of credit. Except if this Note is secured by property located in the state of Tennessee, the parties have agreed that subject to certain qualifying conditions the Lender may extend the period for advances for another 10 years for a total of 20 years. Nothing in this Security Instrument shall constitute a commitment to extend the period for advances beyond the initial 10 year period.

E. Borrower(s) and the Lender have agreed that subject to the satisfaction of certain qualifying conditions, the Credit Line Limit in the Note may be increased quarterly and/or annually. One of those conditions, inter alia, is the borrower's maintenance of a first mortgage loan on the Property with Wells Fargo Home Mortgage, Inc., or one of its affiliates. (the "WFHM Loan"). All such increases, if any, shall increase the amount of the Maximum Obligation Limit disclosed in Paragraph 4 (if the Mortgage is in Virginia the "total principal indebtedness" in the 3rd recital) and the current Credit Line Limit described in Section 3 hereinabove in the same amount(s).

4. The Note provides for a monthly variable rate of interest expressed as a daily periodic rate equal to 1/365 of an annual rate of 1.625 plus the "Index Rate". The Daily Periodic Rate of FINANCE CHARGE may increase if the highest prime rate published in the Wall Street Journal Western Edition "Money Rates" table (the "Index Rate") increases. The initial Daily Periodic Rate of FINANCE CHARGE is 0.01536885 which corresponds to an initial ANNUAL PERCENTAGE RATE of 5.625. The ANNUAL PERCENTAGE RATE will never be more than 18.00%. Any increase in Daily Periodic Rate may increase the minimum monthly payments.

5. The Paragraph which is captioned in the Mortgage, **ESCROW FOR TAXES AND INSURANCE** (which may be found as Paragraph 19, 20, 21, 23, 24, depending on the document) is hereby deleted in its entirety.

 JAN 30 2004

GERALDINE B RUSH	Date	_____	Date
_____	Date	_____	Date
_____	Date	_____	Date
_____	Date	_____	Date