

STATE MS.-DESOTO CO.
FILED

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BK 1134 PG 198
W.E. DAVIS CH. CLK.

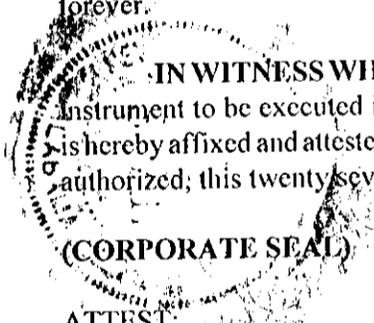
710537641)
STATE OF MISSISSIPPI)
COUNTY OF DESOTO)

ASSIGNMENT OF DEED OF TRUST

For the sum of One Hundred and No/100 Dollars (\$100.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, **NEW SOUTH FEDERAL SAVINGS BANK**, a federally chartered savings bank does hereby grant, bargain, sell, convey, assign and deliver unto **The Chase Manhattan Bank**, as Trustee for New South Home Equity Trust 1999-1 formed pursuant to the Pooling and Servicing Agreement dated as of May 1, 1999, among Paine Webber Mortgage Acceptance Corporation IV as Depositor, New South Federal Savings Bank, as Transferor and as Servicer and The Chase Manhattan Bank, as Trustee, 450 West, 33rd Street, 15th Floor, NY, NY 10001, its successors and assigns, that certain Deed of Trust executed by **RANDY L DAWSON and CARLA L DAWSON** to **Kathryn L Harris** for the benefit of **Community Mortgage Corporation** in the principal sum of **23961.00** dated **11/14/1997** and filed for record in the Office of the Clerk of the County Court of **DESOTO** County, Mississippi on: **12/30/1997 Book: 959 Page: 693**, together with the debt thereby secured, the Note therein described, and all interest of the undersigned in and to the lands and property conveyed by said Deed of Trust.

TO HAVE AND TO HOLD unto the said **The Chase Manhattan Bank**, as Trustee for New South Home Equity Trust 1999-1 formed pursuant to the Pooling and Servicing Agreement dated as of May 1, 1999, among Paine Webber Mortgage Acceptance Corporation IV as Depositor, New South Federal Savings Bank, as Transferor and as Servicer and The Chase Manhattan Bank, as Trustee, its successors and assigns forever.

IN WITNESS WHEREOF, the said **NEW SOUTH FEDERAL SAVINGS BANK** has caused this instrument to be executed in its name by **CHERYL R. STONE**, its Vice President, and its corporate seal is hereby affixed and attested by **PAULA CLOWDUS**, Assistant Secretary, both of whom are thereunto duly authorized; this twenty seventh day of May, 1999.



(CORPORATE SEAL)

ATTEST:

Paula Clowdus
PAULA CLOWDUS
Its: Assistant Secretary

NEW SOUTH FEDERAL SAVINGS BANK
a federally chartered savings bank

By: *Cheryl R. Stone*
CHERYL R. STONE
Its: Vice President

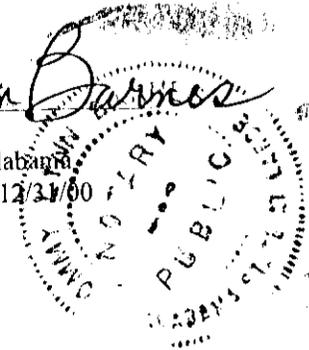
STATE OF ALABAMA)
JEFFERSON COUNTY)

On this 27th day of May, 1999, before me personally appeared **CHERYL R. STONE** and **PAULA CLOWDUS**, with whom I am personally acquainted and who upon oath acknowledge themselves to be the Vice President and Assistant Secretary, respectively, of **NEW SOUTH FEDERAL SAVINGS BANK**, a federally chartered savings bank, within-named bargainer, a corporation, and that they as such Assistant Vice President and Assistant Secretary being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themselves as such Vice President and Assistant Secretary.

IN WITNESS WHEREOF, I have unto set my hand and Notarial Seal.

This instrument was prepared by and
Return to: **Paula Clowdus**
c/o New South Federal Savings Bank
1900 Crestwood Boulevard
Birmingham, AL 35210

Tommy Lynn Barnes
Tommy Lynn Barnes
Notary Public, State of Alabama
My Commission Expires 12/31/00



PREPARED BY AND RETURN TO
FIRST TITLE CORPORATION
5384 POPLAR AVE., STE. 440
MEMPHIS, TN 38119
901 761-0303

BK 1134PG0199

BK 9959PG0693

DEED OF TRUST

710537641 MS

THIS DEED OF TRUST is made this 14TH day of NOVEMBER 1997, among the Grantor, RANDY L. DAWSON AND WIFE, CARLA L. DAWSON (herein "Borrower"), KATHRYN L. HARRIS (herein "Trustee"), and the Beneficiary, COMMUNITY MORTGAGE CORPORATION, a corporation organized and existing under the laws of THE STATE OF TENNESSEE, whose address is 142 TIMBER CREEK DRIVE, CORDOVA, TENNESSEE 38018 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, Irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DESOTO, State of Mississippi:

Lot 1616, Section II, Greenbrook Subdivision, in Section 30, Township 1 South, Range 7 West, as shown on plat of record in Plat Book 11, Pages 21-22, in the Chancery Clerk's Office of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to grantors, herein by Warranty Deed of record as shown as Book 213, Page 558, in the Chancery Clerk's Office of DeSoto County, Mississippi.

Parcel Id Number: 1079-3002-1616

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which has the address of 693 STOWEWOOD ROAD SOUTHAVEN Mississippi 38671 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property";

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated NOVEMBER 14, 1997 and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$ 23,961.00, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on NOVEMBER 19, 2012; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.