

HARBOR-CHARLES HEFLIN

MISSISSIPPI ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the receipt and sufficiency of which are hereby acknowledged, the undersigned, Harbor Financial Mortgage Corporation a Corporation does hereby grant, bargain, sell, convey and assign unto Matrix Capital Bank all its right, title and interest in and to that certain Deed of Trust executed by Charles R. Heflin, Jr. et ux Deborah L. Heflin to William F. Travis Trustee, for the use and benefit of Southwide Mortgage Co. Inc, dated August 27, 1992 which Deed of Trust appears of record in Book 600, Page 577 of the records of the Chancery Clerk of Desoto County, Mississippi, together with the note, debt, and claim secured by said Deed of Trust, in the sum of Fifty Eight Thousand Two Hundred Eighty Three 00/100 Dollars (\$58,283.00) and all monies due or to become due thereunder with the interest thereon.

See the attached Exhibit "A" for the property described in the above referenced Deed of Trust.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers, and its corporate seal to be hereunto fixed on the 27th day of March, 2000.

Harbor Financial Mortgage Corporation

By its Attorney in fact: Matrix Capital Bank

BY: [Signature] Its: Vice President Michael R. Schlaff

ATTEST: [Signature] BY: Sharon M. Coleman ITS: Asst. Vice President

STATE OF AZ Sharon M. Coleman

COUNTY OF Maricopa

Personally appeared before me, the undersigned authority in and for the said county and state, on this 27th day of March, 2000, within my jurisdiction, the within named Michael R. Schlaff and Sharon M. Coleman, duly identified before me, who acknowledged that they are Vice President and Asst. Vice President respectively of, Matrix Capital Bank and that for and on behalf of said corporation, and as its act and Deed as attorney in fact for Harbor Financial Mortgage Corporation pursuant to the Limited Power of Attorney attached hereto and that in said representative capacity, they executed the above and foregoing instrument, after first having been duly authorized so to do.

Witness my signature and official seal on this, the 27th day of March, 2000.

[Signature] NOTARY PUBLIC

MY COMMISSION EXPIRES:

MAIL TO: THIS INSTRUMENT PREPARED BY: ARNOLD M. WEISS - DISC 7816 Attorney at Law 208 Adams Avenue Memphis, TN 38103 (901) 526-8296 0725424



STATE MS.-DESOTO CO. FILED

JUL 27 10 06 AM '00

BK 1232 PG 16 W.E. BAYNE JR. CLK.

# Exhibit "A"

SEP 1 2 22 PM '92

RECORDED 9-2-92  
DEED BOOK 600  
PAGE 577  
W.E. DAVIS CH. CLK.

Dunbrust Mtn. Co.  
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN  
Real Estate TID  
NO. 871 PAGE 61  
THIS THE 26th DAY OF Nov.  
W. E. Davis  
CHANCERY CLERK  
By P. Blaukey

[Space Above This Line For Recording Data]

State of Mississippi  
S92-498

## DEED OF TRUST

FHA Case No.  
283-0082519

THIS DEED OF TRUST ("Security Instrument") is made on August 27  
The grantor is Charles R. Heflin, Jr. et ux, Deborah L. Heflin

Union North Bank  
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN  
Real Estate TID BOOK  
NO. 827 PAGE 535  
THIS THE 8th DAY OF August, 1996  
W. E. Davis  
CHANCERY CLERK  
Trustee The beneficiary is

("Borrower"). The trustee is William F. Travis

Southwide Mortgage Co., Inc.

which is organized and existing under the laws of the State of Mississippi, and whose  
address is 8653 Highway 51, South, Southaven, MS 38671

("Lender"). Borrower owes Lender the principal sum of

FIFTY EIGHT THOUSAND TWO HUNDRED EIGHTY THREE AND NO/100

Dollars (U.S. \$ 58,283.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 1, 2022. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described Property located in DeSoto County, Mississippi:

Lot 22, Section "A" Mallard Creek Subdivision, in Section 27, Township 1 South Range 8 West, DeSoto County, Mississippi, as per plat thereof recorded in plat book 35, pages 6 and 7, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Harbor Financial Mtg Corp  
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN  
Real Estate TID BOOK  
NO. 1011 PAGE 522  
THIS THE 29 DAY OF June, 1998.  
W. E. Davis  
By M. Cain, DC CHANCERY CLERK

Dunbrust Mtg Corp.  
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN  
Real Estate TID  
NO. 681 PAGE 617  
THIS THE 4 DAY OF Jan, 1994.  
W. E. Davis  
CHANCERY CLERK  
By S. Cleveland

which has the address of 7345 Susie Lane, Horn Lake  
Mississippi 38637 (ZIP Code), ("Property Address");

[Street, City]

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the Property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payments of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payment or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

Initial(s) CHJ, DRH  
FDS Form Number DCMS12M

Page 1 of 4  
First Data Systems, Inc.

FHA Mississippi Deed of Trust - 2/91  
Standard Mtg Co. 615-361-8404  
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN  
Real Estate TID  
NO. 871 PAGE 61  
THIS THE 26th DAY OF Nov.  
W. E. Davis  
By P. Blaukey or CHANCERY CLERK

Prepared By: Carol Kontak  
Matrix Financial Services  
2133 W. Peoria Ave.  
Phoenix, AZ 85029  
(602) 749-2260

[REDACTED] )  
[REDACTED] )  
[REDACTED] )

LIMITED POWER OF ATTORNEY

WHEREAS, Harbor Financial Mortgage Corporation, c/o CRS, 900 E. Palmer Ave. #8, Glendale, CA 91205, a Texas corporation ("Harbor"), has sold to Matrix Capital Bank, 277 E. Amador, Las Cruces, NM 88001, a federal savings bank ("Matrix") certain mortgage loans and mortgage loan servicing rights in a series of transactions between December, 1998 and July, 1999; and

WHEREAS, Harbor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code on October 14, 1999, which code was connected to one under Chapter 7 of the Bankruptcy code on December 14, 1999;

WHEREAS, John Litzler ("Litzler") was duly appointed Chapter 7 Trustee for Harbor on December 14, 1999; and

WHEREAS, in order for Matrix to properly administer the mortgage loans which it purchased from Harbor or as to which it purchased the servicing rights from Harbor (the "Mortgage Loans"), the signature or endorsement of Harbor is often required on notes, assignments, checks and other documents and instruments; and

WHEREAS, Litzler, on behalf of Harbor, has obtained the approval of the United States Bankruptcy Court to grant to Matrix a limited power of attorney as set forth hereinafter;

NOW, THEREFORE, in consideration of its prior contractual commitments, Harbor hereby makes, constitutes, and appoints Matrix as its true and lawful attorney-in-fact, with power and authority hereby conferred in its name, place, and stead for its use and benefit, to execute, sign, endorse, make, acknowledge, deliver, and record, with respect only to the Mortgage Loans listed on Exhibit A attached hereto, and incorporated herein by reference as if fully set forth at length: (A) any assignment of security instrument (including, but limited to individual and blanket assignments),

(B) any other document, or loan, including endorsement of promissory notes, necessary or appropriate in the reasonable judgment of Matrix to transfer or adequately evidence its interest in or ownership of any of the Mortgage Loans, (C) any other document necessary or appropriate in the reasonable judgment of Matrix to transfer or convey title or ownership in real property subject to the Mortgage Loans after foreclosure thereon, (D) any claim transfer forms to transfer Proof of Claim designation and claims already filed by Harbor with the Federal Bankruptcy Courts and the United States Government on the Mortgage Loans, and (E) any checks, drafts or other forms of payment that are payable to Harbor on account of the Mortgage Loans.

The undersigned grants to Matrix full power and authority to execute such instruments and to do and perform all and every thing requisite, necessary, and proper, with respect to the Mortgage Loans, to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully, to all intents and purposes, as the undersigned might or could do, and hereby does ratify and confirm all that Matrix shall lawfully do or cause to be done by authority hereof. This Limited Power of Attorney is executed and effective as of the date appearing below, and shall continue in full force and effect and shall be binding upon any successors or assigns of the undersigned, notwithstanding of the continued existence or otherwise of the undersigned.

Third parties without actual notice may rely upon the powers granted under this Limited Power of Attorney upon the exercise of such power by Matrix that all conditions precedent to such exercise of power have been satisfied and that this Limited Power of Attorney has not been revoked unless an instrument of revocation has been recorded.

Dated: 6-13-00

HARBOR FINANCIAL MORTGAGE CORP.

By: \_\_\_\_\_

  
John Litzler

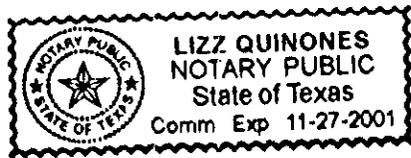
Its: Chapter 7 Trustee

STATE OF TEXAS

COUNTY OF DALLAS

PERSONALLY, came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid John Litzler with whom I am personally acquainted and who acknowledged that they are the Trustee, respectively, of the within named Harbor Financial Mortgage Corporation, a Texas Corporation, and that they signed, sealed and delivered the within and foregoing assignment on the day and year therein mentioned for and on behalf of said corporation, and as its own act and deed for the purposes therein mentioned, they having been first duly authorized so to do.

Witness my signature and official seal on this, the 13<sup>th</sup> day of JUNE, 2000.



Lizz Quinones  
Notary Public: LIZZ QUINONES  
Expiration Date: 11-27-01  
Title:

(seal)