

BK 1262PG0607

STATE MS. - DESOTO CO.
FILED

Nov 6 1 37 PM '00

BK 1262PG0607
V.L. ...

WHEN RECORDED RETURN TO:
The Money Store
Reconveyence Services/Mail Code M05210
P. O. Box 13309
Sacramento, CA 95813-3309

LOST ASSIGNMENT AFFIDAVIT

COUNTY OF: DeSoto
STATE OF: MS

THE UNDERSIGNED being the proper and authorized officer of TMS Mortgage, Inc. A New Jersey Corporation, DBA The Money Store doing business at 1625 North Market Blvd. Suite 230 Mail Code M05210 Samramento, Ca 95834 being first duly sworn states as follows:

THAT TMS Mortgage, Inc. A New Jersey Corporation, DBA The Money Store is the current rightful owner and holder of the Note and Deed of Trust/Mortgage as described in detail below.

THAT on 8/1/96, a Note and Deed of Trust/Mortgage by Rchard D. Fuller was recorded as instrument # , in the Official Records of DeSoto County, State of MS, a copy of which is attached hereto as Exhibit "A". Said Mortgage encumbers the following described real property:

6552 Timber Pine Dr. South Haven MS 38671
Known as Lot Lot 94 Southern Pines Subdivison Sec. 31, T 1 S., Range 7 W.
Parcel # 1079-3103.0-00094.00

SAID Note and Deed of Trust/Mortgage was sold and purportedly assigned to TMS Mortgage, Inc. A New Jersey Corporation, DBA The Money Store on 8/1/96 by Penguin Pools of Memphis Inc..

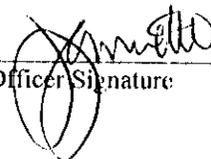
Penguin Pools of Memphis Inc. is a dissolved business and after a diligent search TMS Mortgage, Inc. A New Jersey Corporation, DBA The Money Store has been unable to locate any of said Lending Institutions' registered agents or officers.

THE required Assignment by Penguin Pools of Memphis Inc. to TMS Mortgage, Inc. A New Jersey Corporation, DBA The Money Store of said Decd of Trust/Mortgage has not been recorded and the original has been lost or misplaced.

THAT said TMS Mortgage, Inc. A New Jersey Corporation, DBA The Money Store is recording this Affidavit for the purpose of claiming its ownership of the Note and Deed of Trust/Mortgage supported in the attached exhibits (Exhibit A- copy of Deed of Trust/Mortgage, Exhibit B - Copy of unrecorded assignment, containing applicable endorsements).

EXECUTED this _____ day of AUG 23 2000

TMS MORTGAGE INC, DBA THE MONEY STORE

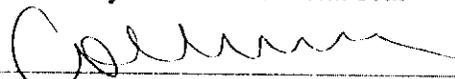
BY:  Juanita Jennette, AVP
Officer Signature

NOTARY ACKNOWLEDGMENT

STATE OF
COUNTY OF

On AUG 23 2000 before me, a Notary Public, personally appeared Juanita Jennette, AVP, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal


Notary Public C. Howell



TMS LOAN NUMBER: 0073245870
Prepared by: Colleen Howell

19435 8-42470

BK 1262 PG 0609

BOOK 854 PAGE 175

LAND DEED OF TRUST 090-003-00031620.5

AFTER RECORDING
PLEASE RETURN TO:

~~THE RECORDS SECTION~~
~~6552 TIMBER PINE DRIVE~~
~~SOUTH HAVEN, MISSISSIPPI~~

Record & Return to. Prepared BY
US Property & Appraisal Svc. John Kennedy
P. O. Box 16489 1710 TRIBUNE RD
Sacramento CA
Pittsburgh, PA 15242 1-900-837-6988 95815

SEP 5 10 48 AM '95
MT
EX 854-175

THIS INDENTURE, made and entered into this day by and between
Richard D. and Nancy S. Fuller whose address is
6552 Timber Pine Drive, South Haven, MS 38671, as Grantor (herein designated as ("Debtor"),
as Trustee, and Penguin Pools of Memphis, Inc.

of 5468 Summer Avenue, Memphis, TN 38134 as Beneficiary (herein designated as "Secured Party"),

WITNESSETH:

WHEREAS, Debtor is indebted to Secured Party in the full sum of Seventeen Thousand Eight Hundred and 00/100
Dollars (\$ 17,800.00) evidenced by a Retail Installment Contract (the "Contract") in favor of Secured Party,
bearing interest at the rate specified in the Contract providing for payment of attorney's fees for collection if not paid
according to the terms thereof and being due and payable in 180 successive monthly installments of \$ 202.2
each, commencing 30 days after the Disbursement Date set forth in the Contract.

WHEREAS, Debtor desires to secure prompt payment of the indebtedness described above according to its terms
and any extensions thereof, herein after referred to as the "Indebtedness".

NOW THEREFORE, In consideration of the existing and future indebtedness herein recited, Debtor hereby
conveys and warrants unto Trustee the land described
below situated in the City of Desoto County of Desoto State of Mississippi:

which has the address of 6552 Timber Pine Drive, South Haven, MS 38671

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances and 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".

THIS CONVEYANCE, HOWEVER, IS IN TRUST to secure prompt payment of all indebtedness due by Debtor to
Secured Party under the provisions of this Deed of Trust. If debtor shall pay said Indebtedness promptly when due and
shall perform all covenants made by Debtor, then this conveyance shall be void and of no effect. If Debtor shall be in
default as provided in Paragraph 6 then, in that event, the entire Indebtedness, together with all interest accrued
thereon, shall at the option of Secured Party, be and become at once due and payable without notice to Debtor and
Trustee shall, at the request of Secured Party, sell the Property conveyed, or a sufficiency thereof to satisfy the
Indebtedness at public outcry to the highest bidder for cash. Sale of the Property shall be advertised for three
consecutive weeks preceding the sale in a newspaper published in the county where the Property is situated, or if none
is so published, then in some newspaper having 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. Trustee may offer the Property herein conveyed as a whole, regardless of how it is described.

If the property is situated in two or more counties, or in two 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 Debtor and Secured Party. Should
Secured Party be a corporation or an unincorporated association then any officer thereof may declare to be in default as
provided in Paragraph 6 and request Trustee to sell the Property. Secured Party shall have the same right to purchase
the Property at the foreclosure as would a purchaser who is not a party to this Deed of Trust.

From the proceeds of the sale Trustee shall first pay all costs of the sale including reasonable compensation to Trustee;
then the indebtedness due Secured Party by Debtor, including accrued interest and attorney's fees due for collection of
the debt; and then, lastly, any balance remaining to Debtor.



0073245870RMG

Exhibit A

IT IS AGREED that this conveyance is made subject to the covenants, stipulations, and conditions set forth below which shall be binding upon all parties hereto.

1. If required by Secured Party, Debtor shall keep all improvements on the land herein conveyed insured against fire, all hazards included within the term "extended coverage", flood and such other hazards as Secured Party may reasonably require for the benefit of Secured Party. Debtor shall promptly pay all premiums charged for such insurance. Upon Debtor's failure to pay the premiums, Secured Party shall have the right, but not the obligation, to pay such premiums.
2. Debtor shall pay all taxes and assessments, general or special, levied against the Property or upon the interest of Trustee or Secured Party therein, during the term of the Deed of Trust before such taxes or assessments become delinquent. Should Debtor fail to pay all taxes and assessments when due, Secured Party shall have the right, but not the obligation, to make these payments.
3. Debtor shall keep the Property in good repair and shall not permit or commit waste, impairment or deterioration thereof. Debtor shall use the Property for lawful purpose only. Secured Party may make or arrange to be made entries upon and inspections of the Property after first giving Debtor notice prior to any inspection specifying a just cause related to Secured Party's interest in the Property. Secured Party shall have the right but not the obligation, to cause needed repairs to be made to the Property after first affording Debtor a reasonable opportunity to make the repairs.
4. Any sums advanced by Secured Party for insurance, taxes, or repairs shall be secured by this Deed of Trust as advances made to protect the Property and shall be payable by Debtor to Secured Party, with interest at the rate specified in the Contract representing the primary indebtedness, within thirty days following written demand for payment sent by Secured Party to Debtor by certified mail. Receipts for insurance premiums, taxes and repair costs for which Secured Party has made payment shall serve as conclusive evidence thereof.
5. If all or any part of the Property, or an interest therein, is sold or transferred by Debtor, excluding (a) the creation of a lien subordinate to this Deed of Trust, (b) a transfer by devise, by descent or by operation of law upon the death of a joint owner or (c) the grant of a leasehold interest of three years or less not containing an option to purchase, Secured Party may declare all the indebtedness to be immediately due and payable. Secured Party shall be deemed to have waived such option to accelerate if prior or subsequent to the sale or transfer. Secured Party and Debtor's successor in interest reach agreement in writing that the credit of such successor in interest is satisfactory to Secured Party and that the successor in interest will assume the indebtedness so as to become personally liable for the payment thereof. Upon Debtor's successor in interest executing a written assumption agreement accepted in writing by Secured Party, Secured Party shall release Debtor from all obligations under the Deed of Trust and the indebtedness.
If the conditions resulting in a waiver of the option to accelerate are not satisfied, and if Secured Party elects not to exercise such option then any extension or modification of the terms of repayment from time to time by Secured Party shall not operate to release Debtor or Debtor's successor in interest from any liability imposed by this Deed of Trust or by the indebtedness.
If Secured Party elects to exercise the option to accelerate, Secured Party shall send Debtor notice of acceleration by certified mail. Such notice shall provide a period of thirty days from the date of mailing within which Debtor may pay the indebtedness in full. If Debtor fails to pay such indebtedness prior to the expiration of thirty days, Secured Party may without further notice to Debtor, invoke any remedies set forth in this Deed of Trust.
6. Debtor shall be in default under the provisions of this Deed of Trust if Debtor (a) shall fail to comply with any of Debtor's covenants or obligations contained herein, (b) shall fail to pay any of the indebtedness secured hereby, or any installment thereof or interest thereon as such indebtedness, installment or interest shall be due by contractual agreement or by acceleration, (c) shall become bankrupt or insolvent or be placed in receivership, (d) shall, if a corporation, a partnership or an unincorporated association, be dissolved voluntarily or involuntarily, or (e) if Secured Party in good faith deems itself insecure and its prospect of repayment seriously impaired.
7. Secured Party may at any time, without giving formal notice to the original or any successor Trustee or to Debtor 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, and such appointee in the execution of this trust shall have all the powers vested in and obligations imposed upon Trustee. Should Secured Party be a corporation or an unincorporated association, then any officer thereof may make such appointment.
8. Each privilege, option or remedy provided in this Deed of Trust to Secured Party is distinct from every other privilege, option or remedy contained herein or afforded by law or equity, and may be exercised independently, concurrently, cumulatively or successively by Secured Party or by any other owner or holder of the indebtedness. Forbearance by Secured Party in exercising any privilege, option or remedy after the right to do so has accrued shall not constitute a waiver of Secured Party's right to exercise such privilege, option or remedy in event of any subsequent accrual.
9. The words "Debtor" or "Secured Party" shall each embrace one individual, two or more individuals, a corporation, a partnership or an unincorporated association, depending on the recital herein of the parties to this Deed of Trust. The covenants herein contained shall bind, and the benefits herein provided shall insure to, the Respective legal or personal

representatives, successors or assigns of the parties hereto subject to the provisions Paragraph 5. If there be more than one Debtor, then Debtor's obligations shall be joint and several. Whenever in this Deed of Trust the context so requires the singular shall include the plural and the plural the singular. Notices required herein from Secured Party to Debtor shall be sent to the address of Debtor shown in this Deed of Trust.

IN WITNESS WHEREOF, Debtor has executed this Deed of Trust on the 1 day of Aug 1998.

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Debtor and Secured Party request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Secured Party at Secured Party's address set forth on page one of this Deed of Trust or if assigned to Assignee at the address shown on the assignment.
IN WITNESS WHEREOF, Debtor has executed this Deed of Trust.

Debtor Richard D. Fuller
Richard D. Fuller

Debtor Nancy S. Fuller
Nancy S. Fuller

STATE OF MISSISSIPPI, DeSoto County ss:

On this 1 day of Aug 1998 personally appeared before me the undersigned authority in and for said County and State the within named Richard D. and Nancy S. Fuller who acknowledged that They signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office.

My commission Expires:

3-14-2000

Kerrin M. Deam
Notary Public

BK 1262PG0612

BOOK 854 PAGE 178

EXHIBIT "A"

LOT 94, SOUTHERN PINES SUBDIVISION, LOCATED IN SECTION 31, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF OF RECORD IN PLAT BOOK 21, PAGES 43-46, IN THE CHAUNCERY CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI.

Mortgage

THIS MORTGAGE, dated the 7 day of May, 1996 is an agreement between

Rae Ann Futch and Mary Futch

having an address at 2327 South Clinton Avenue, Twp. Of Hamilton, NJ 08610

and **The Money Store** located at: 60 Walnut Ave., Clark, NJ 07066

In this mortgage, the words, "I, me and my" refer to each and all of the individuals named above. The words "you and your" refer to The Money Store and any bank to which The Money Store may transfer this mortgage. The word "note" means my home repair contract and consumer note with

Vinyl Exteriors

which is being transferred by Vinyl Exteriors to you. MORTGAGED PREMISES: I hereby mortgage to

you the premises located at 2327 South Clinton Avenue, Twp. Of Hamilton, NJ 08610 Mercer

A legal description of the premises is contained in my deed, which is recorded at the Mercer County Clerks or Register's Office in Book _____ on Page _____. The premises are also known as Lot _____ Block _____ on the Tax Map of Twp. Of Hamilton New Jersey.

LOAN: The mortgage will secure my indebtedness to you in the amount of Fourteen Thousand Eight Hundred Sixty and Dollars. (\$ \$14,860.00), plus interest, all of which I will repay according to my note dated the same date as the mortgage.

OWNERSHIP: I am the sole owner of the premises, and I have the legal right to give your a mortgage on it.

TAXES: I will pay all real estate taxes, assessments, water charges and sewer rents relating to the premises when they become due. I will not claim any credit on, or make any deduction from, the amount owed because of my payment of any taxes. I will provide you with proof of the payment upon your request.

MAINTENANCE: I will maintain the building(s) on the premises in good condition. I will not make major changes in the building(s) (except for repair work) or tear the building(s) down without first getting your consent

INSURANCE: I will keep the building(s) on the premises insured at all times against loss by fire and any other hazards you may specify. I understand that I may choose the insurance company, but my choice is subject to your approval. The policies will be for at least the amounts and the time periods that you specify. The policies will name you as loss payee, which means that you will receive payment on all insurance claims. If you receive payment of a claim, you may choose to let me use the money to repair the damage, or you may use the money to reduce the amount owed. I will deliver to you upon your request the policies or other proof of insurance.

SALES OR TRANSFER OF PREMISES: I will not sell or transfer ownership of the premises or permit ownership of the premises to be transferred without your prior written consent as long as my note remains unpaid. If I do, you will have the right to declare the entire balance of my note to be due and payable immediately.

DEFAULT: The note describes the acts that will constitute a default under this mortgage. Additionally, a default under any other mortgage covering the premises will constitute a default under this mortgage. If any default occurs, you can foreclose this mortgage. That means that you can arrange for the premises to be sold, as provided by law, in order to pay off what I owe you. If the money you receive from the sale is not enough to pay off what I owe you, I will still owe you the difference.

BUILDING EFFECT: Until I have paid in full what I owe you, the provisions of this mortgage will be binding on me and all future owners and tenants of the premises. This mortgage is for your benefit of any one to whom you may assign it.

GENERAL: You can delay enforcing any of your rights under this mortgage without losing them. A Any waiver by your of any provision of this mortgage will not be a waiver of the same or any other provision on any other occasion.

ASSIGNMENT OF MORTGAGE OR DEED OF TRUST

FOR VALUE RECEIVED, Penguin Pools of Memphis, Inc. with offices located at 5468 Summer Avenue, Memphis, TN 38134 does hereby sell, assign, transfer and set over unto TMS MORTGAGE INC. DBA THE MONEY STORE its successors and assigns, the following mortgage(s) / deed(s) of trust owned by Penguin Pools of Memphis, Inc. on real estate located in Desoto County, State of Mississippi and more particularly described as follows :

6552 Timber Pine Drive , South Haven , MS 38671

A certain mortgage/deed of trust made by Richard D. and Nancy S. Fuller

dated 8-1-1995

in the amount of \$ 17,800.00

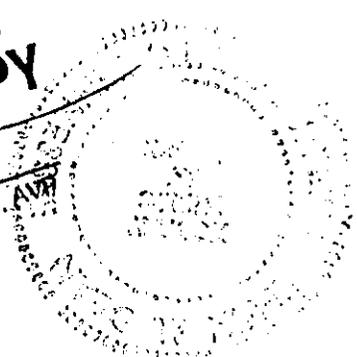
recorded in Book _____ Page _____

together with the Retail Installment Contract/Security Agreement secured thereby (without recourse) and referred to therein and all sums of money due and to become due thereon.

IN WITNESS WHEREOF, the undersigned has hereunto set its hands this 1 day of Aug 1996

Penguin Pools of Memphis, Inc.
Name of Contractor
By: [Signature]
Print Name Edward Frushon
Title Secretary

CERTIFIED TO BE
A TRUE COPY
[Signature]
HENRY GOSZKOWSKI, AVP



STATE OF Tennessee)
COUNTY OF Shelby) SS.

ACKNOWLEDGMENT

On this 1 day of Aug, 1996, before me, personally appeared Edward Frushon personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Kevin M. Dean
Notary Public

Exhibit B