

RETURN TO First Nationwide Mortgage Corp.  
PO Box 9481, Department 0054  
Gaithersburg, Maryland 20898-9481  
PREPARED BY H SHAFFER CFL # 603-6762  
TO BE RECORDED  
0010472975

**ASSUMPTION AGREEMENT WITH RELEASE OF LIABILITY**

THIS AGREEMENT, made this 14th day of November, 2001, by and among  
Christopher Jeans ("Sellers"),  
Sandra K Jeans ("Purchasers").

**WITNESSETH**

WHEREAS, Purchaser(s) has purchased from the Seller(s) real property located at 7192 Amberwood Drive  
Olive Branch MS 38654 as set forth in the security instrument ("Security Instrument") dated  
October 21, 1998, which was recorded among the Land Records of Desoto  
County, State of MS; and

WHEREAS, on October 21, 1998, a note ("Note") covered by the security instrument was  
executed by the "Sellers" in the original amount of \$ 89,430.00, payable in monthly installments of principal and  
interest in the amount of \$ 565.26 each, commencing on the first day of December,  
1998 and continuing monthly thereafter until the first day of November, 2027, when the  
principal and interest are fully paid. The outstanding balance of the Note as of the date hereof is \$ 84,908.33; and  
*recorded in Deed of Trust # Book 1048, Page 460; Assigned to B 1067, Page 190, DeSoto Cty, MS; and*

WHEREAS, Purchaser desires to assume and to agree to pay the indebtedness and to perform all of the terms and  
conditions of the said note and security instrument.

NOW, THEREFORE, in consideration of one and more dollars (\$1.00+) and other good and valuable consideration, the  
receipt and sufficiency of which is hereby mutually acknowledged, the parties agree as follows:

1. Purchaser assumes and agrees to pay the indebtedness evidenced by the said Note according to the terms of the Note and agrees to keep and to perform all of the covenants and conditions of the security instrument according to the provisions thereof and agrees to be bound thereby with the same force and effect as though the Purchaser had been the original maker of the Note and security instrument.
2. Seller and Purchaser severally represents, warrant, and agree they have no offsets or defenses of any kind against enforcement of the said Note and security instrument which shall remain and continue in full force and effect hereby approved, ratified, and confirmed.
3. Lender understands and agrees that by the execution of this Agreement the Seller is no longer personally liable to pay the indebtedness evidenced by the said Note and is released from liability.
4. The liability of those signing this Agreement as Purchaser shall be joint and several.
5. The word "Note" as used in this Agreement shall be construed to mean the note, bond, or any other written instrument which evidences the indebtedness referred to herein. The words "Security Instrument" as used in the Agreement shall be construed to mean the mortgage, deed of trust, or other written instrument which secured the indebtedness referred to herein.
6. Whenever appropriate, the singular number shall include the plural and the plural the singular.

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Agreement the   day and year first above written.

Christopher Jeans  
Seller: **Christopher Jeans**

Sandra K. Jeans  
Purchaser: **Sandra K Jeans**

Seller:

Purchaser:

STATE MS. - DESOTO CO.  
FILED  
Nov 19 3 02 PM '01

First Nationwide Mortgage Corporation,

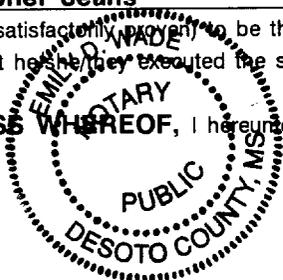
By: Catherine M Russell, Vice President BK 1412 793

STATE OF }  
COUNTY OF } SS:

On this 14th day of November, 2001, before me, the undersigned officer, personally  
appeared Sandra K Jeans (Borrowers)  
and Christopher Jeans (Sellers),  
known to me (or satisfactorily proved) to be the person(s) whose name(s) is/are subscribed to within the instrument and  
acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)



Emily Wade  
NOTARY PUBLIC

My Commission Expires: November 29, 2004  
Bonded Thru Dixie Notary Service, Inc.

MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF Maryland  
COUNTY OF Frederick } SS:

On this 7<sup>th</sup> day of Nov, 2001, before me, the undersigned officer, personally appeared Catherine M Russell, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

Hazel L Shaffer  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: 06-03-02

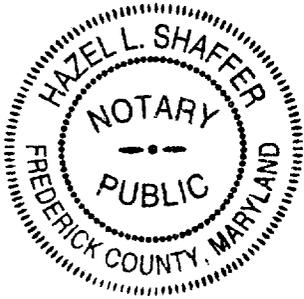


EXHIBIT "A," LEGAL DESCRIPTION, FOR ASSUMPTION AGREEMENT  
BETWEEN CHRISTOPHER JEANS AND SANDRA JEANS DATED NOVEMBER  
12, 2001:

Lot 232, Section B, Eastover Subdivision located in Section 29, Township 1 South,  
Range 6 West, as per plat thereof recorded in the office of the Chancery Clerk of DeSoto  
County, Mississippi.