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STATE MS. - DESOTO CO.

FILED

Prepared by: Middleberg, Riddle & Gianna
717 N. Harwood, Suite 2400
Dallas, TX 75201

MAR 14 12 56 PM '03

Recording Requested By and Return To:

BK 1677 PG 216
W.E. DAVIS CH. CLK.

ASSIGNMENT OF SECURITY INSTRUMENT

Loan No: 0017017

Data ID: 357

Borrower: MICHAEL LUSK, JR.

Date:

Owner and Holder ("Holder") of Mortgage/Deed of Trust/Security Deed ("Security Instrument"):
NATIONAL BANK OF ARKANSAS IN NORTH LITTLE ROCK a National Bank, which is organized
and existing under the laws of the State of ARKANSAS, 12410 CANTRELL ROAD, SUITE 200,
LITTLE ROCK, ARKANSAS 72223

Assignee:

MorEquity, Inc.
P.O. Box 3788
Evansville, IN 47736-3788

Security Instrument is described as follows:

Date: November 12, 2002

Original Amount: \$ 273,000.00

Borrower/Grantor/Mortgagor/Trustor: MICHAEL LUSK, JR., A SINGLE PERSON

Lender/Beneficiary: NATIONAL BANK OF ARKANSAS IN NORTH LITTLE ROCK

Trustee: MICHAEL L. RIDDLE

Deed of Trust Recorded or Filed on NOV. 20, 2002 as Instrument/Document No.

in Book 1605, Page 0688 in the Official

Records in the County Recorder's or Clerk's Office of DESOTO COUNTY, MISSISSIPPI.

Property (including any improvements) Subject to Security Instrument:

LOT 21, SECTION B, PLANTATION OAKS, SITUATED IN SECTION 33 AND 34,
TOWNSHIP 2 SOUTH, RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI, ACCORDING
TO A MAP OR PLAT THEREOF WHICH IS ON FILE AN OF RECORD IN THE
OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, STATE OF MISSISSIPPI,
IN PLAT BOOK 73, AT PAGE 19-20, REFERENCE MADE IN AID OF AND A PART OF
THIS DESCRIPTION.

For good, valuable, and sufficient consideration received, Holder sells, transfers, assigns, grants,
conveys and sets over the Security Instrument and the indebtedness described therein, all of Holder's
right, title and interest in the Security Instrument and indebtedness, and all of Holder's title and interest
in the Property to Assignee and Assignee's successors and assigns, forever. Holder has good right to sell,
transfer, and assign the same.

When the context requires, singular nouns and pronouns include the plural.

In Witness Whereof, Holder has caused these presents to be signed by its duly authorized officer(s),
if applicable, and to be attested and sealed with the Seal of the Corporation, as may be required.

NATIONAL BANK OF ARKANSAS IN NORTH
LITTLE ROCK

By: Dennis Mills

Its: Dennis Mills, VP
(Printed Name and Title)

STATE OF Arkansas §
COUNTY OF Lenoir §

Personally appeared before me, the undersigned authority in and for the said county and state,
on this 20th day of November, 2002, within my jurisdiction, the within
named Dennis Mills, who acknowledged that he/she
is a Vice President of NATIONAL BANK OF ARKANSAS IN NORTH
LITTLE ROCK, An Arkansas National Bank, and that for and on behalf of the said entity, and as its
act and deed, he/she executed the above and foregoing instrument, after first having been duly
authorized by said entity so to do.

[Seal]



Kimberley G. Sanders
Notary Public

KIMBERLEY G. SANDERS
(Printed Name)

My commission expires: 05/01/07 ASSIGN

Loan No: 0017017
Borrower: MICHAEL LUSK, JR.

Data ID: 846

Return to: NATIONAL BANK OF ARKANSAS
~~ATTENTION: FINAL DOCS~~
P.O. BOX 251355
LITTLE ROCK, AR 72225

AFTER RECORDING RETURN TO:
SWAFFORD & HAYS SETTLEMENT SERVICES
224 S. PETERS ROAD SUITE 205
KNOXVILLE, TN 37923
8958

Prepared by: Monique Brown
[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated November 12, 2002, together with all Riders to this document.

(B) "Borrower" is MICHAEL LUSK, JR., A SINGLE PERSON. Borrower is the trustor under this Security Instrument.

(C) "Lender" is NATIONAL BANK OF ARKANSAS IN NORTH LITTLE ROCK. Lender is A NATIONAL BANK organized and existing under the laws of the State of ARKANSAS. Lender's address is 12410 CANTRELL ROAD, STE 200 LITTLE ROCK, AR 72223. Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is MICHAEL L. RIDDLE.

(E) "Note" means the promissory note signed by Borrower and dated November 12, 2002. The Note states that Borrower owes Lender TWO HUNDRED SEVENTY-THREE THOUSAND and NO/100-----Dollars (U.S. \$ 273,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than December 1, 2032.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

STATE MS. - DESOTO CO.
NOV 20 1 09 PM '02

BK 1605 PG 0688
WE. DAVIS CR. CLK.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) 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 the County of DESOTO:

LOT 21, SECTION B, PLANTATION OAKS, SITUATED IN SECTION 33 AND 34, TOWNSHIP 2 SOUTH, RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI, ACCORDING TO A MAP OR PLAT THEREOF WHICH IS ON FILE AN OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, STATE OF MISSISSIPPI, IN PLAT BOOK 73, AT PAGE 19-20, REFERENCE MADE IN AID OF AND A PART OF THIS DESCRIPTION.

which currently has the address of 428 COMMISSARY COVE.

OLIVE BRANCH, MISSISSIPPI
[City]

[Street]

38654
[Zip Code]

("Property Address"):

MISSISSIPPI - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3025

1/01

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