

STATE MS.-DESOTO CO.  
FILED

JUL 3 1 03 PM '03

BK 1759 PG 0757  
W.E. DAVIS CH. CLK.

Recordings Requested by &  
When Recorded Return To:  
US Recordings, Inc.  
2925 Country Drive Ste 201  
St. Paul, MN 55117

14488641-1

Space Above for Recorder's Use Only

Loan Number: 2938348

~~After Recorded Return to: GMAC Residential Funding Corporation~~~~One Meridian Crossings, Suite 100~~~~Minneapolis, MN 55423~~~~MC: 03-03-10~~ASSIGNMENT AFFIDAVIT

C. MONTGOMERY being duly sworn, deposes and says under the penalty of perjury,

1. I am the Assistant Vice President for Residential Funding Corporation, the current holder of a certain Note dated 08/24/1999 made by MICHAEL W WHITE AND MELINDA K WHITE payable to the order of STREAMLINE FINANCIAL INC. in the original amount of \$35,000.00. The original trustee was T. FRANK COLLINS.
2. The said Note was secured by a Mortgage or Deed of Trust, which Mortgage or Deed of Trust was recorded on 09/02/1999 in Book 1145 Page 385 as Instrument No. N/A in the Office of the Recorder of DESOTO County, State of MS.
3. JP MORGAN CHASE BANK AS INDENTURE TRUSTEE (FKA CHASE MANHATTAN BANK AS INDENTURE TRUSTEE) is the current holder of the note as evidenced by the chain of endorsements set forth on the said Note. A true and correct copy of the Note is attached hereto and incorporated herein by reference. Residential Funding Corporation has been the holder of the Note and has been in physical possession of all associated loan records since the loan transferred to us in 10/12/1999.
4. Based upon the information available to us, it appears the assignment of the Mortgage or Deed of Trust from LINEAR CAPITAL, INC. to FIRST COLORADO MORTGAGE CORPORATION was either lost prior to recording or inadvertently not prepared when the loan transferred from LINEAR CAPITAL, INC. to FIRST COLORADO MORTGAGE CORPORATION and is not now obtainable.

Property Address: 1644 Greencliff Drive, Southaven, MS 38671

Legal Description: Lot 235, Phase 3, BRENTWOOD FARMS SUBDIVISION, situated in Section 29, Township 1 south, Range 7 West, City of Southaven, Desoto County, Mississippi, as per plat thereof recorded in Plat Book 55, Pages 22-23, in the office of the Chancery Clerk of Desoto County, Mississippi.

PLEASE RECORD FIRST

Further Affiant sayeth Not.

Executed this. June 19, 2003.

**JP MORGAN CHASE BANK AS INDENTURE TRUSTEE (FKA  
CHASE MANHATTAN BANK AS INDENTURE TRUSTEE)  
RESIDENTIAL FUNDING CORPORATION, Attorney-in Fact**

By: C. Montgomery  
Name: C. MONTGOMERY  
Title: Assistant Vice President

State of MINNESOTA )  
  )SS  
County of HENNEPIN ... )

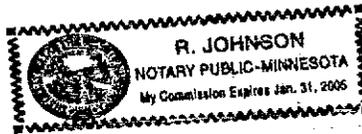
Subscribed and sworn to before me, **R JOHNSON**, Notary Public of Said State, on this **June 19, 2003** personally appeared **C. MONTGOMERY**, Assistant Vice President of Residential Funding Corporation personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Assistant Vice President on behalf of the corporation therein and acknowledged to me that such corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first written above.

R. Johnson  
Notary Public

My Commission expires Jan. 31, 2005.

Prepared by: R. Johnson  
Residential Funding Corporation  
1 Meridian Crossings, Suite 100  
Minneapolis, MN 55423



**FIXED RATE NOTE**

*forwarded  
9/1/99*

AUGUST 24, 19 99

SANTA ANA

, California

1644 GREENCLIFF DRIVE

SOUTHAVEN

City State MISSISSIPPI 38671

Property Address

City

State

Zip Code

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ **35,000.00** (this amount will be called "principal"), plus interest, to the order of the Lender. The Lender is **STREAMLINE FINANCIAL INC.**

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of principal has been paid.

I will pay interest at a yearly rate of **13.750 %**

The Interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this note.

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay principal and interest by making payments every month.

I will make my monthly payments on the **27th** day of each month beginning on **SEPTEMBER 27, 1999**. I will make these payments every month until I have paid all of the principal and interest and any other charges, described below, that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on **AUGUST 27, 2014**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at **2901 WEST MACARTHUR #205, SANTA ANA, CA 92704**

or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$ **460.25**

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment". When I make a prepayment, I will tell the Note Holder in a letter that I am doing so. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

I may make a full or partial prepayment; however, the Note Holder may charge me for the privilege of prepayment. If more than 20% of the original principal amount of this note is prepaid in any 12-month period within **5** years after the date of this loan, I agree to pay a prepayment charge not to exceed **5%** of the unpaid principal balance in year 1, **4%** in year 2, **3%** in year 3, **2%** in year 4, **1%** in year 5.

If I make a Partial, there will be no delays in the due dates or changes in the amounts of my monthly payments unless the Note Holder agrees in writing to those delays or changes. I may make full prepayment at any time. If I choose to make a partial prepayment the Note Holder may require me to make the prepayment on the same day that one of my monthly payments is due. The Note Holder may also require that the amount of my partial prepayment be equal to the amount of principal that would have been part of my next one or more monthly payments.

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any of my monthly payments by the end of **15** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **4 %** or \$ **N/A** which ever is greater of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

BK 1759 PG 0759

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all the promises made in this Note. The Note Holder may enforce its rights under this note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. WAIVERS**

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**10. THIS NOTE SECURED BY A DEED OF TRUST**

In addition to the protections given to the Note Holder under this Note, a Deed of Trust, dated the same day as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Deed of Trust describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note. Some of these conditions are described as follows:

**Transfer of the Property or a Beneficial Interest In Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if prohibited by federal law as of the date of this Deed of Trust.

If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Deed of Trust without further notice or demand on Borrower.

*Michael W. White*  
MICHAEL W. WHITE

(Seal)  
Borrower

*Melinda K. White*  
MELINDA K. WHITE

(Seal)  
Borrower

**ASSIGNMENT OF NOTE**

For valuable consideration, receipt of which hereby acknowledges, the undersigned hereby sells, transfers, endorses, assigns and delivers WITHOUT RECOURSE to:

LINEAR CAPITAL, INC.

all of his rights, title and interest in and to the attached promissory note dated: 8/24/99  
in the face amount of \$ 35,000.00 . The borrowers in said promissory note are:

MICHAEL W. WHITE AND WIFE, MELINDA K. WHITE

Said promissory note is secured by a Deed of Trust/Mortgage of the same date on real property located at:

1644 GREENCLIFF DRIVE, SOUTHAVEN, MISSISSIPPI 38671

STREAMLINE FINANCIAL INC., A CALIFORNIA CORPORATION (Beneficiary) transfers all rights accrued or to accrue under said note and secured Deed of Trust/Mortgage in which the undersigned is the Beneficiary and the borrowers are the trustors.

Dated: 8/26/99 Beneficiary: STREAMLINE FINANCIAL INC., A CALIFORNIA CORPORATION

By: Joe Hefner  
Joe Hefner President

Name and Title

**ALLONGE**

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to

**FIRST COLORADO MORTGAGE CORPORATION**

all of its right, title and interest in and to the attached promissory note.

Dated: **August 24, 1999**

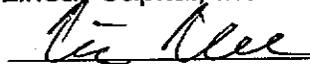
LOAN NO: **1251070015230**

Executed by: **MICHAEL W. & MELINDA K. WHITE**  
**1644 GREENCLIFF DRIVE, SOUTHAVEN, MS 38671**

as borrowers, to the undersigned. This assignment is without recourse or warranties except as provided in  
a Master Purchase Agreement by and between \_\_\_\_\_  
and the undersigned dated

Assignors: **Linear Capital, Inc.**

By:



Title:

**Assistant Vice President**

Dated:

**September 22, 1999**

## ALLONGE

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to  
**RESIDENTIAL FUNDING CORPORATION**

all of its right, title and interest in and to the attached promissory note

Dated: **August 24, 1999**

LOAN NO: **1251070015230**

Executed by: **MICHAEL W. & MELINDA K. WHITE**  
**1644 GREENCLIFF DRIVE, SOUTHAVEN, MS 38671**

as borrowers, to the undersigned. This assignment is without recourse or warranties except as provided in  
a Master Purchase Agreement by and between \_\_\_\_\_  
and the undersigned dated \_\_\_\_\_

Assignors: **FIRST COLORADO MORTGAGE CORPORATION**

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

Title:

**ATTORNEY-IN-FACT**

Dated:

September 22, 1999

**PAY TO THE ORDER OF**  
**The Chase Manhattan Bank as Indenture Trustee**  
**WITHOUT RECOURSE**  
**Residential Funding Corporation**

By Judy Faber  
Signature of Authorized Signer  
Judy Faber, Vice President



**U14488641-01GM07**

AFF/LOST ASSGNMT

LOAN# 2938348

US Recordings