

4/20/05 9:50:01
BK 2,199 PG 706
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

MORRIS & ASSOCIATES
Attorney at Law
2309 Oliver Road
Monroe, Louisiana 71201
Telephone: (318) 330-9020
Fax: (318) 340-7600

This Document Prepared By: ss
Indexing Instructions: Lot 3, North Creek Subdivision, Section 20, Township 1 South, Range 8 West,
Desoto County, MS

DECLARATION OF INTEREST

WHEREAS, the undersigned is the present owner and holder of the Promissory Note dated April 1, 1999, executed by Gilbert & Daphne Battle as maker, payable to THE MONEY CENTRE, INC., in the original principal sum of \$148,000.00, all as shown on Exhibit "A" attached hereto and made a part hereof for all purposes; and

WHEREAS, this note is secured by a deed of trust dated April 1, 1999 and now recorded in Book 1119 at Page 362 of the land records of Desoto County, Mississippi; and

WHEREAS, the lands securing said note are more particularly described as shown on Exhibit "B" attached hereto and made a part hereof for all purposes; and

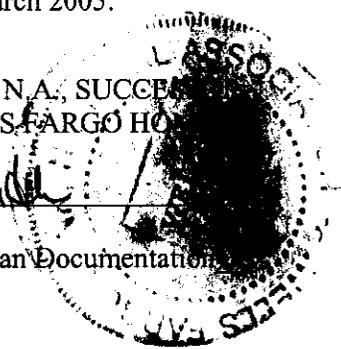
WHEREAS, the land records for Desoto County do not reflect the assignment to the present holder or to a predecessor holder of this note and deed of trust because of a lost assignment, that using all reasonable commercial diligence standards, cannot be found; and

WHEREAS, as shown on Exhibit "A" attached hereto, the note has been properly endorsed to the present holder in due course.

NOW, therefore, the undersigned declares that it is the present owner and holder of said note and deed of trust securing said note pursuant to valid assignment and endorsement. This Declaration of Interest is filed as evidence of ownership of the above-described indebtedness.

WITNESS the signature of the owner and holder, this 31st Day of March 2005.

WELLS FARGO BANK, N.A., SUCCE
BY MERGER TO WELLS FARGO HO
MORTGAGE, INC.
By: Juliaann Smith
Title: Vice President Loan Documentation



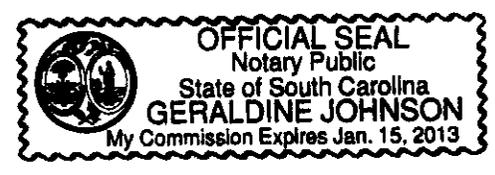
STATE OF SOUTH CAROLINA

COUNTY OF YORK

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 31st day of March, 2005, within my jurisdiction, the within named Juliaann Smith, who acknowledged that he/she is Vice President Loan Documentation of Wells Fargo Bank, N.A. sbmt Wells Fargo Home Mortgage, Inc., a California corporation, and that for and on behalf of the said corporation, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Beraldine Johnson
NOTARY PUBLIC

My Commission Expires:
F03-2430
936-0080163603



Monica Assoc top

ORIGINAL

NOTE

LOAN NO. 204MP0499BTTL
APRIL 1, 19 99

MEMPHIS (City)

TN (State)

4453 SWEET FLAG LOOP
SOUTHAVEN, MS 38671
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 148,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is THE MONEY CENTRE, 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 is 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 9.990 %.

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 1ST day of each month beginning on MAY 1 19 99. 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 APRIL 1, 2029, 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 20 BOX 470375 CHARLOTTE, NC 28247-0375

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. \$

1,297.72
ATTACHED PREPAYMENT PENALTY RIDER SUPERCEDES THIS PARAGRAPH initial AS initial

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 writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

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 monthly payment by the end of 10 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 5.000 % 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 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.

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 of 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. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date 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 Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those 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 Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises 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 Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Gilbert Battle (Seal)
GILBERT BATTLE -Borrower

Daphne Battle (Seal)
DAPHNE BATTLE -Borrower

Social Security Number 409-96-8653

Social Security Number 409-29-5011

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

Social Security Number _____

Social Security Number _____

[Sign Original Only]

The Money Centre, Inc.

P.O. Box 470375
Charlotte, NC 28247-0375
Phone: 704-544-9523
Fax: 704-544-9589

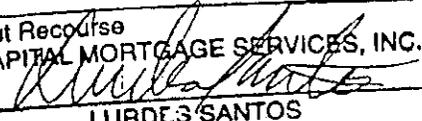
ADDENDUM TO PROMISSORY NOTE DATED APRIL 1, 1999 IN THE
AMOUNT OF \$148,000.00, BETWEEN GILBERT BATTLE AND DAPHNE BATTLE
AND THE MONEY CENTRE, INC.

PAYABLE WITHOUT RECOURSE TO GE CAPITAL MORTGAGE SERVICES, INC.

ON September 1, 1999


CHARLES R. CUNNINGHAM
VICE PRESIDENT

Pay to the order of

Without Recourse
GE CAPITAL MORTGAGE SERVICES, INC.
By: 
LURDES SANTOS
ASST VICE PRESIDENT
This _____ Day of _____ 19____

This document prepared by John C. Morris, III, 2305 River Road,
Monroe, Louisiana, 71201 Telephone: 318-330-9020

INDEXING INSTRUCTIONS:

**LOT 3, NORTH CREEK S/D, LOCATED IN S-20, T-1-S, R-8-W
ASSIGNMENT OF DEED OF TRUST**

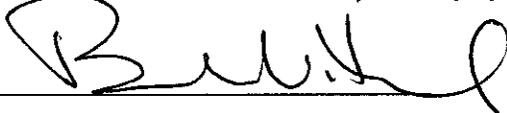
FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned **GE MORTGAGE SERVICES, LLC S/B/M TO GE CAPITAL MORTGAGE SERVICES, INC.** does hereby sell, convey, and assign to **WELLS FARGO BANK, N.A.** their Successors and/or Assigns that certain Deed of Trust executed by **GILBERT BATTLE AND DAPHNE BATTLE MARRIED** for the use and benefit of **THE MONEY CENTRE, INC.**, which Deed of Trust is recorded in Book **1119** at Page **0362**, records of the Chancery Clerk of **DESOTO** County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF, the said **GE MORTGAGE SERVICES, LLC S/B/M TO GE CAPITAL MORTGAGE SERVICES, INC.** caused this conveyance to be signed by

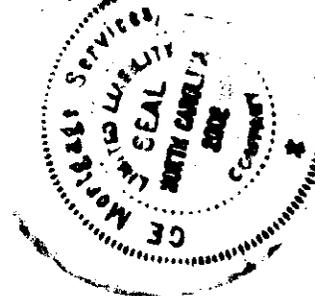
Brian Witherel,

Its Vice President, and its corporate seal to be hereto affixed, this the 22nt day of March, 2005.

GE MORTGAGE SERVICES, LLC S/B/M TO GE CAPITAL MORTGAGE SERVICES, INC.



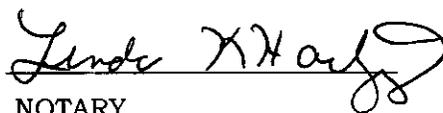
BY: Brian Witherel, Vice President



STATE OF South Carolina
COUNTY OF York

This day personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, Brian Witherel, who acknowledges that (s) he is the Vice President of **GE MORTGAGE SERVICES, LLC S/B/M TO GE CAPITAL MORTGAGE SERVICES, INC.** and that (s) he executed and delivered the above and foregoing instrument on the day and year therein mentioned, as the act and deed of said corporation, after having first been duly authorized by said corporation, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 22nt day of March, 2005.



NOTARY

MY COMMISSION EXPIRES

GILBERT BATTLE, WF#0080163603
LTN F03-2430



"EXHIBIT B"

Land situated in DeSoto County, Mississippi to wit:

Lot 3, North Creek Subdivision, located in Section 20, Township 1 South, Range 8 West, DeSoto County, Mississippi, as shown on plat of record in Plat Book 60, Page 43-44 in the Chancery Clerk's office of DeSoto County, Mississippi.

Being the same property conveyed to grantor, herein by Warranty Deed of record at Book 338, Page 645, in the Chancery Clerk's Office of DeSoto County, Mississippi.