8/13/07 10:57:08
BK 2,771 PG 246
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Recording Requested By:
T.D. SERVICE COMPANY

And When Recorded Mail To:
T.D. Service Company
1820 E. First St., Suite 300
Santa Ana, CA 92705

Space above for Recorder's use

Customer#: **606** Service#: **3313339RL1**

Loan#: **0011024999**

RELEASE OF MORTGAGE/DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned for and in consideration of the payment of indebtedness secured and the cancellation of all the notes thereby secured and the sum of one dollar, the receipt whereof is hereby acknowledged, does hereby remise, release, satisfy, convey and quit claim unto: **PATRICK D. MILLER AND SPOUSE, STEPHANIE D. MILLER**, heirs, legal representatives, successors and/or assignees, and assigns all right, title, interest, claim, or demand whatsoever it may have acquired in, through or by a certain Mortgage/Deed of Trust bearing the date **APRIL 25, 2005**, and filed for the record in the County Recorder of **DE SOTO**, State of **MISSISSIPPI, as Instrument No. —, in Book No. 2,211, at Page No. 475** on **MAY 05, 2005.**
See Attached Exhibit
IN TESTIMONY WHEREOF, the said, **EMC MORTGAGE CORPORATION**, has caused these presents to be signed by its **Vice President** , Dated: **AUGUST 02, 2007**
EMC MORTGAGE CORPORATION

By: _____
Julie A. Yates, Vice President

State of **CALIFORNIA** }
County of **ORANGE** } ss.

On **AUGUST 02, 2007** , before me, **Laurence F. Lim**, authority in and for the said county and state, within my jurisdiction, the within named **Julie A. Yates**, who acknowledged that he/she is **Vice President**, of **EMC MORTGAGE 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.
Witness my hand and official seal.

LAURENCE F. LIM
COMM. # 1498875
NOTARY PUBLIC CALIFORNIA
ORANGE COUNTY
My comm. expires July 6, 2008

(Notary Name): **Laurence F. Lim**

PREPARED BY: **T.D. Service Company, 1820 E. First St., Suite 300, Santa Ana, CA 92705, (714) 543-8372, DAMEION LEWIS**

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(J) "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.

(K) "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.

(L) "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.

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

(N) "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.

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

(P) "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.

(Q) "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.

(R) "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

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. 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**:

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LOT 110, SECTION D, RANCH MEADOWS SUBDIVISION, IN SECTION 25, TOWNSHIP 1 SOUTH, RANGE 9 WEST, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 76, PAGE 6-7, CHANCERY CLERK'S OFFICE FOR DESOTO COUNTY, MISSISSIPPI, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE COMPLETE LEGAL DESCRIPTION

which currently has the address of **7735 BAILEE LANE**
[Street]

WALLS, Mississippi **38680** ("Property Address"):
[City] [Zip Code]