

4/19/07 10:51:10
BK 2,701 PG 671
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Return To:
Davis Law Firm, P.C.
5185 Getwell Road
Southaven, MS 38671
(662) 393-8542
File # _____

PRIORITY TRUSTEE SERVICES OF MISSISSIPPI, L.L.C.
1587 N.E. Expressway
Atlanta, GA 30329
(770) 234-9181

W.E.

10/23/07 11:07:26
BK 2,807 PG 591
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Please cross reference to Deed of Trust recorded in Deed Book 1815, Page 635, De Soto County, MS Records.

STATE OF MISSISSIPPI
COUNTY OF DE SOTO

* This Deed is being re-recorded to include the notary's acknowledgement.*

ESTOPPEL AFFIDAVIT

Personally appeared before me, the undersigned attesting officer, Kyle D. Hancock, who on oath, deposes and states that he/she is the owner of that certain real property, being more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART OF BY REFERENCE

Deponent further states that the above-described property is the same as that securing a debt evidenced by a Note and Deed of Trust dated August 29, 2003, given by Kyle D. Hancock to Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Homecomings Financial Network, Inc, said Deed of Trust having been recorded in Book 1815, Page 635, De Soto County, Mississippi Chancery Court.

Deponent further states that Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Homecomings Financial Network, Inc, is the Grantee of a Deed in Lieu of Foreclosure conveying the aforesaid property.

Deponent further states that all the improvements on said property are contained within the boundaries of said described property; that there have been no violations of any restrictions which may have been imposed on said property; nor has Deponent sold or conveyed any of his or her interest in said property to any other person or persons, nor have any detrimental changes been made or any waste then committed as regards to said property.

Deponent further states that there are no suits, judgments, bankruptcies, or other proceedings filed by Deponent in any court, which said actions could in any way affect the title to said property or constitute a lien thereon; and that Deponent is not surety on the bond of any county official or any other bond that, through default of the principal therein, a lien would be created superior to any conveyance executed by Deponent; nor are there any loan deeds, trust deeds, mortgages or liens of any nature whatsoever which remain unsatisfied against said property, except as disclosed herein.

Deponent further states that there are no unpaid bills of any nature for the services of any architect, engineer, surveyor, or workman; nor for labor or materials for any recent improvements that may have been placed on said property, either in the construction or repair of any of the improvements thereon except as disclosed herein,

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and that there are no fixtures now installed in any buildings or improvements on said property that have not been paid for in full.

Deponent further states that any and all work done or materials furnished for improvement of said property has been paid for at the agreed price or reasonable value.

Deponent further states that there are no liens for past due taxes of any kind, including but not limited to, assessments for paving, sidewalk, curbing, garbage service, sewer, or any other street improvements of any kind against said property of Deponent; nor are there any unpaid liens or assessments by any homeowners' or condominium association, except as described herein:

NONE

Deponent further states that the following are the only liens against said property other than the Deed of Trust described above, to wit:

NONE

Deponent further states that any Deed in Lieu of Foreclosure conveying the property described herein is being made by Deponent as a result of Deponent's request that the Grantee accept such Deed in the extinguishment of the debt and that said conveyance is made by free and voluntary act; that, at the time of the execution of said deed, Deponent believed and still believes that the mortgage indebtedness recited in said Deed in Lieu of Foreclosure represents the fair value of the property so conveyed and that said Deed was not given as a preference against any other creditor of Deponent; Deponent further states that, at the time said Deed was given, there was no other person, firm, or corporation, other than the Grantee of said Deed and/or its successors and assigns, with any interest, either directly or indirectly in said property; Deponent further states that Deponent has no other creditors whose rights would be prejudiced by said conveyance; that Deponent, in offering to execute the aforesaid Deed in Lieu of Foreclosure to the Grantee therein, and, in executing same, is not acting under any duress, undue influence, misapprehension, or misrepresentation by the Grantee therein or its agents or attorneys at law, and that it was and is the intention of this Deponent, as Grantor in said Deed in Lieu of Foreclosure, to convey therein, all Deponent's right, title and interest absolutely in and to the property described therein.

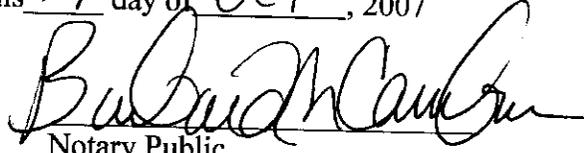
Deponent further understands that the mere execution of said Deed in Lieu of Foreclosure does not constitute legal delivery and shall be of no binding force and effect whatsoever until such time as the Deed in Lieu of Foreclosure has been filed for record in the Chancery Court of De Soto County, Mississippi, in which county said property is situated, at which time full legal and equitable title shall vest in the Grantee; Deponent further states that it is his/her representation, warranty and intention of Deponent, that the Grantee shall take unencumbered title, and therefore, the vesting of the title shall not operate to affect such a merger of interest as to extinguish a mortgage lien, as such extinguishment might serve to promote the priority of any subordinate interests, which may be outstanding at the vesting of title.

Deponent further states that Deponent understands that the receipt of Grantee of the Deed in Lieu of Foreclosure does not constitute legal delivery and shall be of no binding force and effect whatsoever until such time as Deponent surrenders full and complete possession of said property being unchanged in any way, as previously stated, provided however, Deponent states his/her complete understanding that said Deed in Lieu of Foreclosure shall be of no force and effect whatsoever until possession, as aforesaid, is surrendered absolutely and completely to the Grantee of said Deed in Lieu of Foreclosure.

State of Mississippi
County of DeSoto

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named, Kyle D. Hancock who acknowledged that he executed the above and foregoing instrument on the day and year therein mentioned after being duly authorized so to do.

Given under my hand and seal this 17 day of Oct, 2007


Notary Public

My Commission Expires:



This Affidavit is made for the protection and benefit of the aforesaid Grantee as nominee for its successors and/or assigns, and all other parties hereafter dealing with, or who may acquire, any interest in the property as described in aforesaid Deed in Lieu of Foreclosure, as well as for the attorneys at law certifying title to said property and by title insurance companies insuring title to said property, and shall bind the respective heirs, executors, administrators, representatives and/or assigns of the undersigned.

This 2nd day of April, 2007.

Wendie Jones
WITNESS

Kyle D. Hancock
DEPONENT
Kyle D. Hancock

Sworn to and subscribed before me this 2nd day of April, 2007.

Barbara McComb
NOTARY PUBLIC

My commission expires: _____

MSP 382.0705814MS
Lenders Loan No. 0418173944



GRANTOR: KYLE D. HANCOCK
5776 CHEROKEE
WALLS, MS 38680

GRANTEE: BANK OF NEW YORK TRUST COMPANY, N.A., as successor to JPMorgan Chase Bank,
as Trustee
9350 WAXIE WAY
SAN DIEGO, CA 92123

EXHIBIT "A"

Lot 157, Section "C", Twin Lakes Subdivision, in Section 6, Township 2 South, Range 8 West, as per plat thereof recorded in Plat Book 8, Pages 41, 42, and 43, in the Office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.