

**MORRIS & ASSOCIATES**

**Attorneys at Law**

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Admitted in LA\*  
John C. Morris, III\*\*\*  
Emily K. Courteau\*\*

Admitted in LA and MS\*\* Admitted in LA, MS, and AL\*\*\*  
Michael Jedynak\*  
Michael A. Courteau\*\*(of counsel)

Indexing Instructions: Lot 35, Section A, Southern Trace S/D, Section 28, T1S, R7W, Desoto Co., MS

DECLARATION OF INTEREST

WHEREAS, the undersigned is the present owner and holder of the Promissory Note dated November 8, 2002, executed by Camille Conner AKA Camille Rogers-Conner, as maker, payable to FSB Funding, Inc. in the original principal sum of \$110,928.00, 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 November 8, 2002, and now recorded in Book 1615 at Page 0342 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

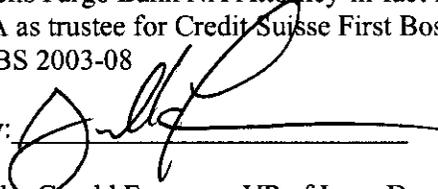
WHEREAS, the land records for DeSoto County do not reflect the assignment to the present holder or to a predecessor holder of this note and deed of trust because of a lost assignment, that using all reasonable commercial diligence standards, cannot be found; and

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 Friday, August 29, 2008.

Wells Fargo Bank NA Attorney-in-fact for US Bank,  
NA as trustee for Credit Suisse First Boston  
MBS 2003-08

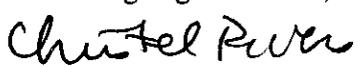
By: 

Title: Gerald Foreman, VP of Loan Documentation

STATE OF SOUTH CAROLINA

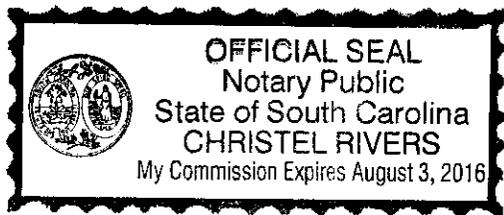
COUNTY OF YORK

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 2<sup>nd</sup> day of September, 2008, within my jurisdiction, the within named Gerald Foreman, who acknowledged that he/she is VP of Loan Documentation of US Bank, NA as trustee for Credit Suisse First Boston MBS 2003-08 a South Carolina 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.

  
NOTARY PUBLIC

My Commission Expires:

F08-1940 /aeh



# Exhibit "A"

*Commer 11/20*

Loan Number: 5810

*200003559*

**NOTE**

September 8, 2002

Southaven, MISSISSIPPI  
2166 GREENCLIFF DRIVE  
Southaven, MISSISSIPPI 38671  
(Property Address)

**BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$110,928.00 (this amount is called "Principal"), plus interest, to the Lender. The Lender is FSB FUNDING, INC.

I will make all payments under this Note in the form of cash, check or money order.

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."

**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 6.0%.

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.

**PAYMENTS**

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

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on January 1, 2003. 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. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on December 1, 2032, 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 FSB FUNDING, INC.  
2300 MONTANA AVENUE 5TH FLOOR  
CINCINNATI, OHIO 45211

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. \$794.70.

**BORROWER'S RIGHT TO PREPAY**

If I make payments of Principal at any time before they are due (called "Prepayments"), I will tell the Note Holder in writing that I am doing so. If I make a full Prepayment or a partial Prepayment prior to the fifth anniversary date of this Note, I will have to pay a prepayment charge. The Prepayment charge will be as follows:

- (a) for Prepayment of the loan in full between the date of execution of the Note and the first anniversary of the execution of the Note, ONE percent (1%) of the amount of Principal prepaid;
- (b) for Prepayment of the loan in full between the first anniversary of execution of the Note and the second anniversary of the execution of the Note, ONE percent (1%) of the amount of Principal prepaid;
- (c) for Prepayment of the loan in full between the second anniversary of execution of the Note and the third anniversary of the execution of the Note, ONE percent (1%) of the amount of Principal prepaid;
- (d) for Prepayment of the loan in full between the third anniversary of execution of the Note and the fourth anniversary of the execution of the Note, ONE percent (1%) of the amount of Principal prepaid;
- (e) for Prepayment of the loan in full between the fourth anniversary of the execution of the Note and the fifth anniversary of execution of the Note, ONE percent (1%) of the amount of Principal prepaid.

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.

THIS NOTE AND LOAN IS MADE UNDER AND SUBJECT TO THE LAWS OF THE STATE OF MISSISSIPPI, EXCEPT TO THE EXTENT PREEMPTED BY THE FEDERAL ALTERNATIVE MORTGAGE TRANSACTION PARITY ACT, 12 UNITED STATES CODE SECTION 3800 AND FOLLOWING, AS AMENDED, THE RULES AND REGULATIONS ISSUED PURSUANT THERETO, AS AMENDED.

**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: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits shall 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 direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

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

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

Loan Number: 5810

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN calendar days after the date due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.000% 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 the amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(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 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.

**DELIVERING 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 to me 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 current address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or 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.

**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 the 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.

**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.

**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:

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 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.

*Cammille Conner* (Seal)  
CAMILLE CONNER -Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

Social Security Number: 410-61-0796  
By to the order of  
without recourse  
this day of  
MBS FUNDING, INC.

US Bank, NA a trustee for Credit Suisse  
First Boston MBS 2003-8

(Sign Original Only)

*Sue Baden*  
2300 Montana Avenue, 5th Floor  
Cincinnati, OH 45211

# Exhibit "B"

Lot 35, Section A, Southern Trace Subdivision, in Section 28, Township 1 South, Range 7 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 49, Page 28-29, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Being the same property conveyed to Jeff Berryhill and Carolyn Berryhill on July 26, 1996, as shown in Warranty Deed of record at Book 304, Page 435, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Also commonly known as: 2166 Greencliff Drive  
Southaven, MS 38671

WHEN RECORDED MAIL TO:

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**LIMITED POWER OF ATTORNEY**

**U.S. Bank National Association** ("U.S. Bank"), a national banking association organized and existing under the laws of the United States of America, 60 Livingston Avenue, Corporate Trust, 3<sup>rd</sup> Floor, St. Paul, MN 55107 hereby constitutes and appoints Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage, Inc. and in its name, aforesaid Attorney-In-Fact, by and through any officer appointed by the Board of Directors of Wells Fargo Bank, NA, to execute and acknowledge in writing or by facsimile stamp all documents customarily and reasonably necessary and appropriate for the tasks described in the items (1) through (4) below; provided however, that the documents described below may only be executed and delivered by such Attorneys-In-Fact if such documents are required or permitted under the terms of the related servicing agreements and no power is granted hereunder to take any action that would be adverse to the interests of the Trustee or the Holder. This Power of Attorney is being issued in connection with Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage, Inc.'s, responsibilities to service certain mortgage loans (the "Loans") held by U.S. Bank in its capacity as Trustee. These Loans are comprised of Mortgages, Deeds of Trust, Deeds to Secure Debt and other forms of Security instruments (collectively the "Security Instruments") and the Notes secured thereby.

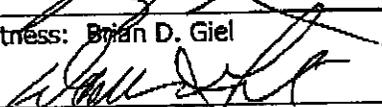
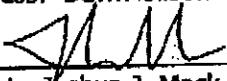
1. Demand, sue for, recover, collect and receive each and every sum of money, debt, account and interest (which now is, or hereafter shall become due and payable) belonging to or claimed by U.S. Bank National Association, and to use or take any lawful means for recovery by legal process or otherwise.
2. Transact business of any kind regarding the Loans, and obtain an interest therein and/or building thereon, as U.S. Bank National Association's act and deed, to contact for, purchase, receive and take possession and evidence of title in and to the property and/or to secure payment of a promissory note or performance of any obligation or agreement.
3. Execute bonds, notes, mortgages, deeds of trust and other contracts, agreements and instruments regarding the Borrowers and/or the Property, including but not limited to the execution of releases, satisfactions, assignments, and other instruments pertaining to mortgages or deeds of trust, and

execution of deeds and associated instruments, if any, conveying the Property, in the interest of U.S. Bank National Association.

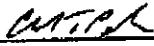
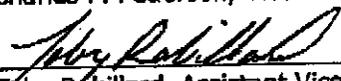
- 4. Endorse on behalf of the undersigned all checks, drafts and/or other negotiable instruments made payable to the undersigned.

Witness my hand and seal this 6<sup>th</sup> day of July, 2004.

(NO CORPORATE SEAL)

  
 Witness: Brian D. Giel  
  
 Witness: Dawn Gilson  
  
 Attest: Joshua J. Mack, Trust Officer

U.S. Bank National Association, as Trustee

By:   
 Charles F. Pedersen, Vice President  
 By:   
 Toby Robillard, Assistant Vice President

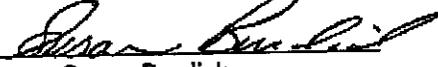
FOR CORPORATE ACKNOWLEDGMENT

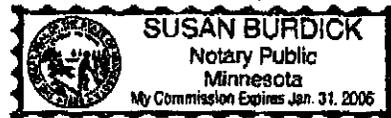
State of Minnesota

County of Ramsey

On this 6<sup>th</sup> day of July, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Charles F. Pedersen, Toby Robillard and Joshua J. Mack, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Vice President, Assistant Vice President and Trust Officer, respectively of U.S. Bank National Association, and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledge to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Signature:   
 Susan Burdick



My commission expires: 1/31/2006

(SEAL 1)