

REAL ESTATE LIEN ASSIGNMENT

11/03/08 2:50:24
BK 2,963 PG 209
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

State of Mississippi
County of DESOTO

Know all men by these presents that EQUISOUTH MORTGAGE, INCORPORATED

(The "Transferor," Whether one or More) for and in consideration of the sum of ONE HUNDRED SIXTY-SIX THOUSAND FIVE (\$ 166,500.00) paid to the transferor by NEW SOUTH FEDERAL SAVINGS BANK

(The "Transferee") the receipt of which is hereby acknowledged, does hereby transfer, set over and assign unto the Transferee, that certain Promissory Note for ONE HUNDRED SIXTY-SIX THOUSAND FIVE HUNDRED (\$ 166,500.00) dated AUGUST 27, 2008 made by DANNY R METCALF, BETTY A METCALF

being payable to EQUISOUTH MORTGAGE, INCORPORATED or order without recourse, but subject to the terms and conditions of that certain loan purchase agreement, dated JULY 23, 2007 between transferor and transferee (The "Agreement").

And, for the same consideration, the Transferor does hereby transfer, set over and assign unto the Transferee that certain Deed of Trust (The "Lien") from DANNY R METCALF AND BETTY A METCALF, HUSBAND AND WIFE

to EQUISOUTH MORTGAGE, INCORPORATED dated AUGUST 27, 2008, in the amount of \$ 166,500.00, and recorded in the real property lien records in the office of DESOTO, County, Mississippi, which secures the payment of the aforesaid note.

Mortgage Recorded on 9-4-08 in BK 2942 pg 780

And, the Transferor does hereby remise, release and quitclaim unto the transferee all of the rights, title and interest of the transferor in and to the premises and property designated in the lien, it being the intention of the undersigned to transfer to the transferee the said debt and the note which evidences the same and said Security therefor.

And, the Transferor represents and warrants to the Transferee that (I) the lien has not been amended, (II) that there have been no defaults under the lien, (III) that the transferor has made no prior arrangements of the lien, (IV) that the Transferor has good and lawful right to assign the same, (V) that there are no liens superior to the lien except: none or

From To Warrants the unpaid balance on such debt to be no more than \$ 166,500.00, (VI) that all disclosures and notices required by the Federal Consumer Credit Protection Act and by the Regulations of the Board of Governors Promulgated pursuant thereto have been properly made and given in regard to the lien and (VII) that all other Laws, Rules, and Regulations applicable to the lien, as well as the Terms of the Agreement on the part of the Transferor to have performed, have been fully and faithfully complied with.

The Transferor hereby warrants the unpaid balance of said note to be not less than \$ 166,500.00. In witness whereof, the Transferor has executed this Assignment, and set the Transferor's hand and seal on this 3rd day of September, 2008.

EQUISOUTH MORTGAGE, INCORPORATED

By: *[Signature]*
Type/Print Name: MORRIS CAPOUANO
Its: PRESIDENT

State of ALABAMA
County of MONTGOMERY

Signed, Sealed, and Delivered in the Presence of:

Zandic Pittway
Witness

Moh Ernst
Witness

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that MORRIS CAPOUANO whose name as PRESIDENT

of EQUISOUTH MORTGAGE, INCORPORATED, is signed to the foregoing instrument and who is known to me, acknowledge before me on this day, that being informed of the contents of the Conveyance, he/she in his/her capacity as such officer executed the same voluntarily on the day that bears the same date, with full authority for and as the act of said Corporation.

Given under my hand and seal this 3RD day of SEPTEMBER, 2008.

RETURN TO:
NEW SOUTH FEDERAL SAVINGS BANK
210 AUTOMATION WAY
BIRMINGHAM, AL 35210

Prepared By:
EQUISOUTH MORTGAGE, INCORPORATED
8326 CROSSLAND LOOP, MONTGOMERY,
ALABAMA 36117

Brenda J Washington
Notary Public
My Commission Expires: 02/28/2010

