

Prepared by:
Morris & Associates
2309 Oliver Road
Monroe, Louisiana 71201
Telephone: 318-330-9020
Emily Kaye Courteau Bar# 100570

3rd
Austin
Return To:
Morris & Associates
2309 Oliver Road
Monroe, Louisiana 71201
Telephone: 318-330-9020

Grantor:
First National Mortgage Corporation
6704 Curtis Court
Glen Burnie, Maryland 21060
318-330-9020

Grantee:
U.S. Bank, NA
PO Box 20005
Owensboro, KY, 42301
877-334-6453

Lot 60, Sec B, Holly Hills S/D, Sec 30, T-1-S, R-8-W, Plat Book 12, Pages 16-17, DeSoto Co., MS

DECLARATION OF INTEREST

WHEREAS, the undersigned is the present owner and holder of the Promissory Note dated December 18, 1997, executed by Harold B Fulcher, as maker, payable to First National Mortgage Corporation in the original principal sum of \$61,761.00, 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 December 18, 1997, and now recorded in Book 958 at Page 573 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 29th day of April, 2010.

U.S. Bank, NA.

By

Kim Stewart

Title: Kim Stewart, Assistant Vice President

STATE OF Kentucky

COUNTY OF Daviess

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 29th day of April, 2010, within my jurisdiction, the within named Kim Stewart, who acknowledged that he/she is Asst. Vice Pres. of U.S. Bank, NA, a KY 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

Karrie Porter
NOTARY PUBLIC Karrie Porter

My Commission Expires: 9-4-13

F10-0249 /aeh

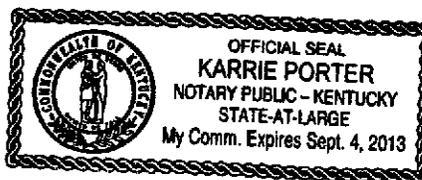


Exhibit "A"

December 18 1997
(Date)

5660 BRIARWOOD DRIVE

WALLS, MS 38680
(Property Address)

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means

FIRST NATIONAL MORTGAGE CORPORATION

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of **Sixty One Thousand Seven Hundred Sixty One and no/100**

Dollars (U.S. \$ **61,761.00**), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of **Seven and Ninety Five Hundredths** percent (**7.950** %) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on **February 1st, 1998**. Any principal and interest remaining on the first day of **January 2028**, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at **FIRST NATIONAL MORTGAGE CORPORATION**
6704 Curtis Court **Glen Burnie, Maryland 21060**

or at such other place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ **451.03**. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

Graduated Payment Allonge Growing Equity Allonge Other [specify] **MISSISSIPPI**

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4 (C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **four** percent (**4.00** %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower 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 Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. 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. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

Harold B. Fulcher (Seal) _____ (Seal)
 HAROLD B. FULCHER -Borrower -Borrower

_____ (Seal) _____ (Seal)
 -Borrower -Borrower

_____ (Seal) _____ (Seal)
 -Borrower -Borrower

_____ (Seal) _____ (Seal)
 -Borrower -Borrower

7th of January, 1998

PAY TO THE ORDER OF
THE LEADER MORTGAGE COMPANY
WITHOUT RECOURSE.

FIRST NATIONAL MORTGAGE CORPORATION
BY: *Sherry L. Cronin*
SHERRY L. CRONIN
VICE PRESIDENT

CERTIFIED TRUE COPY
CH

Exhibit “B”

Lot 60, Section “B”, Holly Hills Subdivision, in Section 30, Township 1 South, Range 8 West, DeSoto County, Mississippi, as shown by plat thereof recorded in Plat Book 12, Pages 16-17, in the Office of the Chancery Clerk of Desoto County, Mississippi.