

RECORD THIRD

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Return To:
Morris & Associates
2309 Oliver Road
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Grantor:
Debra Wise
8144 Oakbrook Drive
Southaven, MS 38671
662-342-6050

Grantee:
HSBC Mortgage Services, Inc.
2929 Walden Avenue
Depew, NY 14043
716-651-6754

INDEXING INSTRUCTIONS

Lot 74, Section "A", Brook Hollow S/D, Section 24, Township 1 South, Range 8 West,
Plat Book 7 at Page 8, DeSoto County, MS

STATE OF MISSISSIPPI
COUNTY OF DeSoto

BORROWER'S ESTOPPEL AFFIDAVIT

THIS AFFIDAVIT, made this 22nd day of June, 2010 by Debra L
Wise, hereinafter referred to as Grantor,

WITNESSETH:

That the Grantors, Debra L Wise, executed and delivered a certain promissory
note in the principal sum of \$76,900.00 and secured by a mortgage* of the same date,
covering the real estate located at 8144 Oakbrook, Southaven, MS 38671, and more
particularly described as follows: *Deed of Trust recorded 11/30/2004
BK 2, 116 PG 84

Lot 74, Section "A", Brook Hollow Subdivision, located in Section 24, Township 1
South, Range 8 West, City of Southaven, DeSoto County, Mississippi, as shown by plat
of record in Plat Book 7, Page 8, in the Chancery Clerk's Office of DeSoto County,
Mississippi.

Being the same property conveyed to Elizabeth J. Allen as shown in Quit Claim Deed of
record in Book 320, Page 527 dated June 24, 1997 in the Chancery Clerk's Office of
DeSoto County, Mississippi.

Also commonly known as: 8144 Oakbrook Drive, Southaven, Mississippi 38671 This
conveyance is made subject to any and all zoning regulations, building restrictions, set
back lines, if any, easements and rights for public utilities application to this property.

The Grantor have defaulted in the payments due on said note and is unable to
meet the obligations of said note and mortgage according to their terms. The grantor is

now executing a deed of even date herewith conveying the above-described property. The Grantor acknowledges, agrees and certifies that the aforesaid deed was an absolute conveyance of the Grantor's rights, title and interest in and to said real estate, together with all buildings thereon and appurtenances thereunto belonging and appertaining, and with release of all dower and homestead rights in and to said real estate and also conveys, transfers and assigns the Grantor's rights of possession, rentals, and equity of amount of said indebtedness outstanding. In consideration of the premises hereof and in consideration of such conveyance, the Grantor has received a full and complete release of personal liability on the note together with the cancellation of record of the mortgage by said Grantee. Said deed was given voluntarily by the Grantor to the Grantee, in good faith on the part of the Grantor and Grantee, without any fraud, misrepresentation, duress, or undue influence whatsoever, or any misunderstanding of the part of the Grantor or Grantee, and was not given as preference against any other creditors of said Grantor. The conveyance by said deed shall be and is hereby intended and understood to be an absolute conveyance and an unconditional sale, with full extinguishment of Grantor's rights, title and interest of every character in and to said property.

This document will not merge the deed with the deed of trust or mortgage.

This Affidavit has been made for the protection and benefit of the aforesaid Grantee in said deed, his successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described therein, and shall bind the respective heirs, executors, administrators and assigns of the undersigned.

Grantor and Grantee expressly agree that nothing in this instrument is intended to work as a merger of Grantee's interest in said Property by virtue of said Mortgage and the fee interest therein. Grantee shall retain its status as mortgagee and said mortgage is not extinguished as a lien in rem only with regard to any junior lienholders, if any. If there are junior lienholders, said Deed of Trust shall not restrict the right of the Grantee to institute foreclosure proceedings against said junior lienholders if the Grantee desires, but the conveyance by said Deed shall be and is hereby intended and understood to be an absolute conveyance and an unconditional sale, with full extinguishment of grantor's rights, title and interest of every character in and to said Property.

IN WITNESS WHEREOF, the Grantors have hereunto set their hand, this

22nd day of June, 2010.

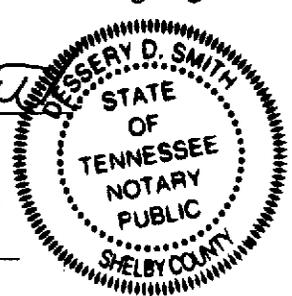
Debra L. Wise
Debra L Wise

STATE OF Tennessee

COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for said county and state, on this the 22 day of June, 2010, within my jurisdiction, the within named grantor Debra L Wise, who acknowledged that she signed, executed and delivered the above and foregoing instrument of writing as her own act and deed.

Nessery D. Smith
NOTARY PUBLIC



MY COMMISSION EXPIRES:
2/1/2012

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