

IN THE CHANCERY COURT OF DESOTO COUNTY MISSISSIPPI

6/12/12 1:42:13
BK T BK 3,453 PG 133
DESOTO COUNTY, MS
J.E. DAVIS, CH CLERK

Trustmark National Bank

Plaintiff

Vs.

Case No. 11-C V-2072

John T. McCarver and Jennifer M. McCarver
and any and all persons who may have interest in
Lot 840, Section C, Revised Plan Southaven Subdivision,
located in Section 23, Township 1 South, Range 8 West,
DeSoto County, Mississippi, should additional defendants be ascertained

Defendants

**ORDER QUIETING TITLE, REFORMATION OF DEED OF TRUST
AND TO
AUTHORIZING A POWER OF SALE FORECLOSURE**

On this day came on for review Trustmark National Bank's Complaint for Reformation of Deed of Trust and to Authorize Power of Sale Foreclosure. This Court having reviewed same and having found that default has been properly entered against all parties hereby finds and orders as follows:

1. Plaintiff is a Mississippi banking institution.
2. That Defendants in this action are:
 - i. John T. McCarver and Jennifer M. McCarver, who were believed to be an adult resident citizens of DeSoto County, Mississippi. After diligent search and inquiry they were properly served with process through publication pursuant to Rule 4 of the Mississippi Rules of Civil Procedure with default being properly entered.
 - ii. Any and all persons who may have interest in Lot 840, Section C, Revised Plan Southaven Subdivision, located in Section 23, Township 1 South, Range 8 West, DeSoto County, Mississippi after diligent search were

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served pursuant to Rule 4 of the Mississippi Rules of Civil Procedure via publication after a diligent search and inquiry with default being properly entered.

3. That the Defendants, John T. McCarver and Jennifer M. McCarver are the owners of the following described property lying and being situated in DeSoto County, Mississippi and the subject matter and location of this action and as such venue and jurisdiction are proper. The property is more particularly described as follows:

Lot 840, Section C, Revised Plan Southaven Subdivision, located in Section 23, Township 1 South, Range 8 West, in DeSoto County, Mississippi, as shown on plat of record in Plat Book 2, Page 9, REVISED IN Plat Book 2, Page 9, REVISED IN Plat Book 2, Page 19, in the Chancery Clerk's Office of DeSoto County, Tennessee [sic], to which plat reference is hereby made for a more particular description of said lot.

Being the same property as: Lot 840, Section C, Revised Plan Southaven Subdivision, located in Section 23, Township 1 South, Range 8 West, in DeSoto County, Mississippi, as shown on plat of record in Plat Book 2, Page 9, REVISED IN Plat Book 2, Page 19, in the Chancery Clerk's Office of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said lot.

A true and correct copy of the vesting deed from Raymond H. Pullen, Jr. and Fay Ellis is incorporated herein as Exhibit "A".

4. John T. McCarver and Jennifer M. McCarver, applied for a home loan through Trustmark National Bank, dated as of March 20, 2008, and received from Plaintiff the full sum of \$100,891.00.
5. That in order to secure the prompt payment of the note described in the preceding paragraph, John T. McCarver and Jennifer M. McCarver executed a Deed of

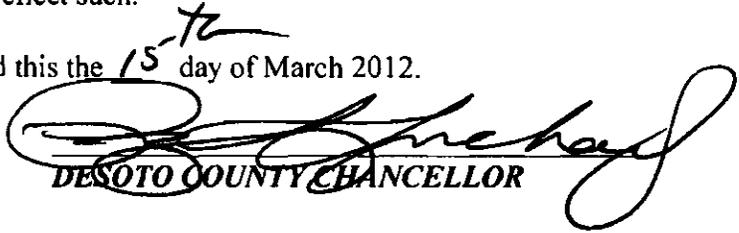
Trust on March 20, 2008. for the ultimate use and benefit Mortgage Electronic Registration Systems, Inc., said Deed of Trust being recorded in the Office of the Chancery Clerk of the DeSoto County, Mississippi, recorded in Book 2881, at Page 243. and further assigned to Trustmark National Bank, dated March 20, 2008, in Book 3258 at Page 185. At the time of the subject loan, it was intended by all parties that Plaintiff would obtain a good and valid first lien on the above referenced property. A true and correct copy of the deed of trust and assignment to Plaintiff is incorporated herein as a composite Exhibit "B".

6. That due to a scrivener's error, the legal description in the vesting deed and in the deed of trust stated the Revised Plat of Record recorded in Book 2, Page 19, is recorded in the Chancery Clerk's office of DeSoto County, Tennessee, when in fact it is recorded in the Chancery Clerk's office of DeSoto County, Mississippi.
7. That the aforementioned deed of trust failed to properly name a trustee as such. Plaintiff has requested that Mark S. Mayfield be named as trustee and that the deed of trust be properly deemed reformed as if such contained this in the original filing.
8. The indebtedness secured by the aforesaid Deed of Trust is now in default.
9. Because of the errors described herein Plaintiff is unable to proceed with a Power of Sale Foreclosure as contemplated in the Deed of Trust and is therefore unable to enforce the payment of indebtedness. As such and upon review of this Court, this Court finds that the deed of trust and subsequent instruments should be and are hereby retroactively reformed to substitute Mississippi in the legal description

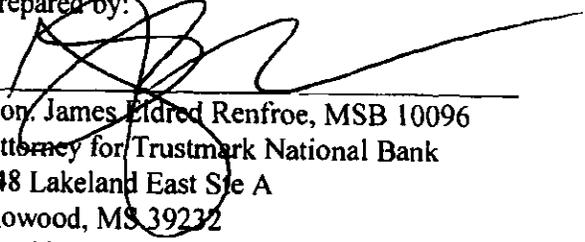
wherein the description states Tennessee. Such error was due to a scrivener's error only and all parties new where the proper recordation and property was located. As such, the documents are reformed to correct same and Plaintiff is entitled to conduct a statutory power of sale foreclosure should they see fit with this order being spread across the land records quieting any and all issues DeSoto County, "Tennessee" may create.

10. Plaintiff has requested that the certain vesting deed be reformed as if such contained a correct legal description stating the revised Plat of Record recorded in Plat Book 2, at Page 19, in the Chancery Clerk's Office of DeSoto County, Mississippi, that the Deed of Trust be reformed to include the correct legal description and that the Deed of Trust attached hereto be reformed to correct the defect the omission of the trustee and that Mark S. Mayfield be deemed to have listed in the original instrument as trustee as if included in the original recording. This Court hereby rules that this is proper and reforms the aforementioned recording instruments to reflect such.

So ordered, adjudged and decreed this the 15th day of March 2012.


DESOTO COUNTY CHANCELLOR

Prepared by:



Hon. James Eldred Renfroe, MSB 10096
Attorney for Trustmark National Bank
648 Lakeland East Ste A
Flowood, MS 39232
601.932.1011

Prepared By and Record and Return To:
Lender's Title & Escrow, LLC
John W. Haynes, IV, General Counsel
5699 Getwell Road, Bldg H, Suite 5
Southaven, MS 38672
Phone: (662) 536-3155
File Number: 20080050

4/07/08 11:13:40
BK 581 PG 774
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged,

Raymond H. Pullen Jr

Fay Ellis,

hereafter referred to as GRANTORS do hereby sell, convey and warrant unto

John T. McCarver and wife Jennifer M. McCarver, as tenants by the entirety with full rights of survivorship and not as tenants in common

hereafter referred to as GRANTEES, the following described land and property situated in the County of DESOTO, State of Mississippi, described as follows, to-wit:

Lot 840, Section C, Revised Plan Southaven Subdivision, located in Section 23 Township 1 South, Range 8 West in Desoto County Mississippi as shown on plat of record in Plat Book 2 Page 9, REVISED IN Plat Book 2, Page 19, in the Chancery Clerk's Office of DeSoto County, Tennessee, to which plat reference is hereby made for a more particular description of said lot.

THIS CONVEYANCE is subject to any and all recorded building restrictions, rights of way, easements for public roads and public utilities, subdivision and zoning regulations in effect or mineral reservations applicable to the above-described property.

IT IS AGREED AND UNDERSTOOD that the ad valorem taxes for the current year have been prorated as of this date on an estimated basis.

WITNESS the respective hand and signature of the undersigned Grantor(s) hereto affixed on this 20th day of March, 2008.

Fay Ellis
Fay Ellis
Raymond H. Pullen Jr.
Raymond H. Pullen Jr.

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a Notary Public of said County and State, Raymond H. Pullen Jr. and Fay Ellis, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the foregoing instrument for the purposes therein contained as his/her/their free act and deed.

Witness my hand and official seal at office this 20th day of March, 2008.

Commission expires: November 2, 2008



Carrie Payne
Carrie Payne Notary Public

GRANTORS ADDRESS: <i>Raymond H. Pullen</i> 7565 Nail Rd Walla MS 38670 <i>Fay Ellis</i> 444 Nottingham Cove East Hattiesburg MS 38632 Phone No. (901) 359 2709 662 562 5502	GRANTEES ADDRESS: <i>John T. McCarver</i> 1806 Whitehead Drive Southaven MS 38671 Phone No. (901) 351 0760 901 680 7944
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4023368

4/07/08 11:13:49
BK 2,881 PG 243
DEKOTO COUNTY, MS
W.E. DAVIS, CH CLERK

PREPARED BY & RETURN TO:
LENDER'S TITLE & ESCROW, LLC
5699 GETWELL ROAD
BUILDING H, SUITE 5
SOUTHAVEN, MS 38672

Prepared by:

TRUSTMARK NATIONAL BANK
P.O. BOX 22869
JACKSON, MS 39225
800-844-2000

[Space Above This Line For Recording Data]

State of Mississippi

DEED OF TRUST

FHA Case No.
281-3383214-703

MIN 100213400040233689

THIS DEED OF TRUST ("Security Instrument") is made on **MARCH 20TH, 2008**
The Grantor is
JOHN T MCCARVER, A MARRIED MAN AND JENNIFER M MCCARVER, HIS WIFE

("Borrower"). The trustee is

("Trustee"). The beneficiary is Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. TRUSTMARK NATIONAL BANK

("Lender") is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and has an address of **P.O. BOX 22869, JACKSON, MS 39225**

Borrower owes Lender the principal sum of **ONE HUNDRED THOUSAND EIGHT HUNDRED NINETY ONE AND NO/100** Dollars (U.S. \$ **100,891.00**).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **APRIL 1ST, 2038**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the

FHA Mississippi Deed of Trust with MERS - 4/96
442-4N(MS) (9902) Amended 2/98
Page 1 of 8 Initials: *JM*
VMP MORTGAGE FORMS - (800)821-7291

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Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in

SEE ATTACHED

DEBOTO County, Mississippi:

which has the address of 1806 WHITE HEAD DRIVE ✓ [Street]
SOUTHAVEN [City], Mississippi 38671 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

 _____ (Seal) ✓
 JOHN T MCCARVER -Borrower

 _____ (Seal)
 JENNIFER M MCCARVER -Borrower

 _____ (Seal)
 -Borrower

 _____ (Seal)
 -Borrower

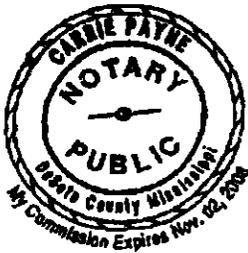
 _____ (Seal)
 -Borrower

STATE OF MISSISSIPPI, DESOTO County ss:

On this 20TH day of MARCH, 2008, personally appeared before me, the undersigned authority in and for said County and State, the within named JOHN T MCCARVER AND JENNIFER M MCCARVER

who acknowledged that THEY signed and delivered the foregoing instrument on the day and year therein mentioned. Given under my hand and seal of office.

My Commission Expires:



(Seal)

Carrie Payne

 Notary Public

File No.: 20080050

EXHIBIT A

Lot 840, Section C, Revised Plan Southaven Subdivision, located in Section 23 Township 1 South, Range 8 West in Desoto County Mississippi as shown on plat of record in Plat Book 2 Page 9, REVISED IN Plat Book 2, Page 19, in the Chancery Clerk's Office of DeSoto County, Tennessee, to which plat reference is hereby made for a more particular description of said lot.

Book 3258
Pg. 185

Prepared by / Return to:

* Mark S. Mayfield, PLLC, Riverhill Tower Building, 1675 Lakeland Dr., Suite 306, Jackson, MS 39216. Phone 601-948-3590. MS Bar No. 1967

Grantor:

MERS, Inc., c/o Trustmark National Bank, Mortgage Real Estate Dept., The Day Centre, 201 Country Place Parkway, Pearl, MS 39208-6689. Phone 601 208-5933

Grantee:

Trustmark National Bank, Mortgage Real Estate Dept., The Day Centre, 201 Country Place Parkway, Pearl, MS 39208-6689. Phone 601 208-5933

Indexing Instruction / Legal Description:

Situated in DeSoto County, MS, to-wit:

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TNB Loan *** 3368

J. T. McCarver (FHA)

ASSIGNMENT OF DEED OF TRUST

WHEREAS, on March 20, 2008, John T. McCarver, a married man and Jennifer M. McCarver, his wife, executed a Deed of Trust to Trustmark National Bank, as Lender, and for Mortgage Electronic Registration Systems, Inc. (MERS), as Beneficiary, which is recorded in the office of the Chancery Clerk of DeSoto County, MS, in Book 2881 Page 243;

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned, **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., (MERS)**, does

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herby sell, convey and assign unto TRUSTMARK NATIONAL BANK, the above Deed of Trust, together with the promissory note indebtedness secured thereby.

Security Interest property is located in DeSoto County, MS, to wit:

Lot 840, Section C, Revised Plan Southaven Subdivision, located in Section 23 Township 1 South, Range 8 West in DeSoto County Mississippi, as shown on plat of record in Plat Book 2 Page 9, REVISED IN Plat Book 2, Page 19, in the Chancery Clerk's Office of the of DeSoto County, Tennessee [sic], to which plat reference is hereby made for a more particular description of said lot.

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WITNESS the hand and signature of the undersigned affixed on this December 7, 2010.

Mortgage Electronic Registration Systems, Inc. (MERS)

BY: [Signature]
D. E. WATTS, Vice President

STATE OF MISSISSIPPI, COUNTY OF RANKIN:

Personally appeared before me, the undersigned authority in and for the said County and State, on this December 7, 2010, within my jurisdiction, the within named D. E. Watts, who acknowledged that she is a Vice President of Mortgage Electronic Registration Systems, Inc. (MERS), and that for and on behalf of said corporation, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

[Signature]
NOTARY PUBLIC

My Comm. Expires: _____



STATE OF MISSISSIPPI, COUNTY OF DESOTO
I HEREBY CERTIFY that the above and foregoing is
a true copy of the original filed in this office.
This the 24th day of May, 2012
W.E. Davis, Clerk of the Chancery Court
By S. Patrick D.C.