ENV. (X)

When Recorded, Mail and Return To:
Household Mortgage Services
577 Lamont Rd.
P.O. Box 1247
Elmhurst, Il 60126

DELAWARE COUNTY IOWA
FILED
2001 DE 10 AM 11:45
BOOK 2001 PAGE 4465
DELAWARE COUNTY RECORDER
11.00

TRANSFER AND ASSIGNMENT

For valuable consideration in hand paid, receipt whereof is hereby acknowledged, **EquiFirst Corporation** does hereby transfer, convey, and assign unto: *

its successors or assigns all of its right, title, and interest in and to that certain Mortgage/Trust Deed, together with the Note it was given to secure executed by

David S. Minnihan and Christina M. Minnihan
to

EquiFirst Corporation, 820 Forest Point Circle, Charlotte, NC 28273

dated the 5th day of June, 2001 and duly recorded in the Office of the County Recorder, for Delaware County, State of Iowa, in Book No. 2001, Page 1914. The property encumbered by this Mortgage/Deed of Trust/Deed to Secure Debt is described as follows, to-wit: On: 6-6-2001

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

IN WITNESS WHEREOF, Equifirst Corporation has caused this instrument to be signed in its name by its duly authorized Vice President and its corporate seal to be affixed hereto on this 18th day of June .

(Corporate Seal)

EquiFirst Corporation

By: K. Villemagne
K. Villemagne
Assistant Vice President

Udana McDowell
Udana McDowell
Witness

Alan Poston
Alan Poston
Witness

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

* Mortgage Electronic Registration Systems, Inc., its successors and assigns, as nominee for Household Finance Corporation, its successors and assigns, G4318 Miller Rd., P.O. Box 2026, Flint, MI 48501-2026
MERS #: 1000460-000 4417788-3
PH #: 1-888-679-6377

Seal-Stamp

PAMELA T. SMITH NOTARY PUBLIC My Comm. Exp. May 4, 2008 UNION COUNTY, N.C.

On this day of 18 June, 2001, before me, a Notary Public in and for said county, personally appeared K. Villemagne, to me personally known, who being by me duly sworn or affirmed did say that that person is Assistant Vice President of said corporation and that said instrument was signed on behalf of said corporation by authority or its board of directors and the said K. Villemagne acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Pamela T. Smith
Notary Public

This instrument was prepared by:
Secondary Marketing
EquiFirst Corporation
820 Forest Point Circle
Charlotte, North Carolina 28273

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(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably mortgages, grants and conveys to Lender, with power of sale, the following described property located in the

County of **Delaware** :

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

Legal Description:

The East one hundred (100) feet of the South one-half (S1/2) of Lot Fifty (50), Henry Acers' Addition to Manchester, Iowa according to plat recorded in Book 1 Plats, Page 1.

Parcel ID Number: **550000104310** which currently has the address of

1208 North Franklin [Street]

Manchester [City], Iowa **52057** [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 COVENANTS that Borrower is lawfully seised 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.

76448

Initials: CAM BSM