

INVESTOR NUMBER: 1684958877

CITIMORTGAGE, INC. LOAN NUMBER: 770471757

MORTGAGOR(S): JAMES A. BASS AND MICHELLE L. BASS

THIS INSTRUMENT PREPARED BY:

Heather H. Renfro
Sirote & Permutt, P.C.
2311 Highland Avenue South
P. O. Box 55727
Birmingham, AL. 35255-5727

STATE OF ALABAMA)

COUNTY OF SHELBY)

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the undersigned Grantor, **Mortgage Electronic Registration Systems, Inc.**, does hereby grant, bargain, sell, and convey unto Grantee, **Federal National Mortgage Association**, the following described real estate situated in the County of Shelby, State of Alabama, to-wit:

Lot 78 according to the Survey of The Cottages at StoneHaven, First Addition, as recorded in Map Book 22, page 87, in the Probate Office of Shelby County, Alabama.


TO HAVE AND TO HOLD, the above-described property together with all and singular the tenements, hereditaments, and appurtenances thereupon belonging or in any wise appertaining unto the said Grantee, its successors and assigns, forever.

IT IS EXPRESSLY UNDERSTOOD AND AGREED by and between the parties hereto that this conveyance is subject to any outstanding rights of redemption from foreclosure sale, and that this deed contains no warranty except against the acts of the said Grantor, and all persons claiming by, through, or under it.

IN WITNESS WHEREOF, **Mortgage Electronic Registration Systems, Inc.**, a corporation, has caused this conveyance to be executed by Stephen G. Collins as Assistant Secretary and Vice President of Mortgage Electronic Registration Systems, Inc. pursuant to that certain Agreement for Signing attached hereto as Exhibit A and fully incorporated herein. This Special Warranty Deed is executed on the 24th day of June, 2005.

Mortgage Electronic Registration Systems, Inc.

By:



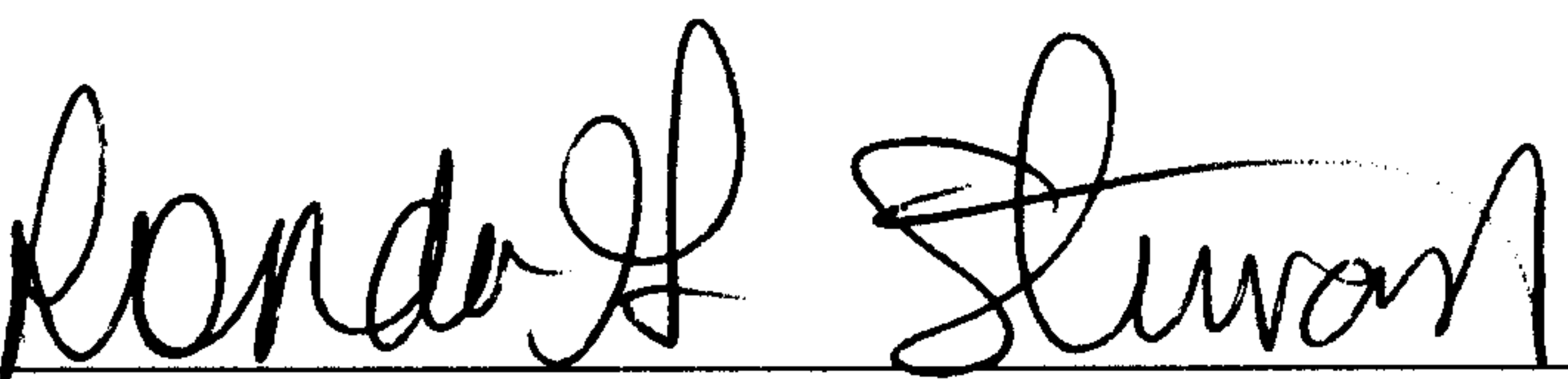
Stephen G. Collins
Its: Assistant Secretary and Vice President of
Mortgage Electronic Registration Systems, Inc.

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Heather H. Renfro, whose name as Assistant Secretary and Vice President of Mortgage Electronic Registration Systems, Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as Assistant Secretary and Vice President as aforesaid.

Given under my hand and official seal this the 24th day of June, 2005.



NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES MARCH 28, 2007



20050629000322630 3/5 \$23.00
Shelby Cnty Judge of Probate, AL
06/29/2005 10:02:27AM FILED/CERT

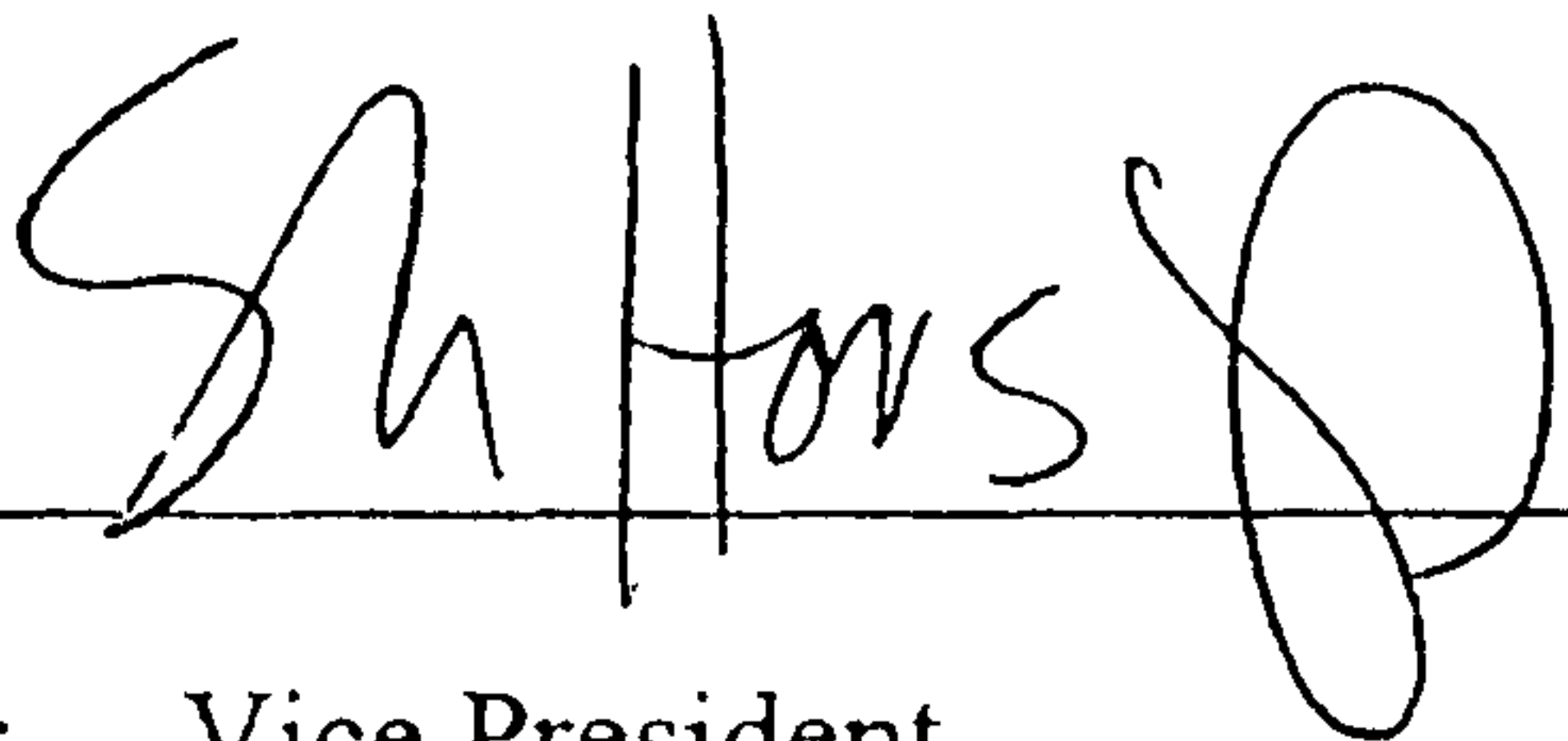
AGREEMENT FOR SIGNING AUTHORITY

MERSCORP, INC. ("MERS") and its subsidiary, **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., CITIMORTGAGE INC. ("MEMBER")** and **SIROTE & PERMUTT, P.C. ("VENDOR")** hereby agree as follows:

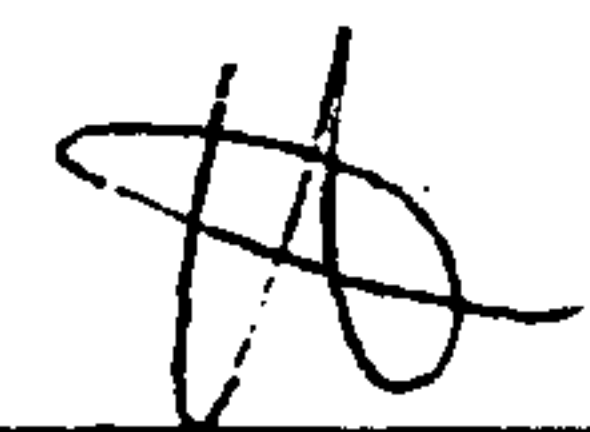
1. The purpose of this agreement for signing authority (the "Agreement") is to define the rights and obligations of the parties when VENDOR performs certain duties, as described in the attached corporate resolution (the "Resolution"), relating to mortgage loans that are registered on the MERS® System and shown on the MERS® System to be serviced by MEMBER.
2. MEMBER is a member of MERS, and has signed an agreement of membership that is incorporated herein by reference. MEMBER has entered into a separate contract with VENDOR to perform certain services for MEMBER. References herein to "mortgage(s)" and "mortgagee of record" shall include deed(s) of trust and beneficiary under a deed of trust, respectively, and any other form of security instrument under applicable state law.
3. The parties acknowledge that Mortgage Electronic Registration Systems, Inc. may be the mortgagee of record on MEMBER mortgages. Therefore, in order for VENDOR to perform its contractual duties to MEMBER, MERS by corporate resolution will grant shareholders of VENDOR the limited authority to act on behalf of MERS to perform certain duties. Such authority is set forth in the Resolution, which is made part of this Agreement.
4. The parties agree that MEMBER will provide all necessary information and instructions to VENDOR to perform certain duties where Mortgage Electronic Registration Systems, Inc. acts as the mortgagee of record. All parties agree that MERS and Mortgage Electronic Registration Systems, Inc. are not responsible for the accuracy of any information provided by MEMBER to VENDOR, or any information entered into the MERS® System by or on behalf of MEMBER. Any problems regarding the information or instructions between MEMBER or VENDOR must be resolved between those two parties.
5. MEMBER and VENDOR agree to indemnify and hold harmless MERS, Mortgage Electronic Registration Systems, Inc and any employee, director, officer, agent or affiliate of MERS or Mortgage Electronic Registration Systems, Inc. ("MERS Party") from and against any and all third-party claims, losses, penalties, fines, forfeitures, reasonable attorney fees and related costs, judgments, and any other costs, fees and expenses that result from the negligence, errors and omissions, breach of confidentiality or willful misconduct of VENDOR in performing certain duties where Mortgage Electronic Registration Systems, Inc. is the mortgagee of record.
6. VENDOR shall maintain appropriate insurance coverage that shall include coverage for any negligence, errors and omissions or willful misconduct of all employees authorized to sign as officers of Mortgage Electronic Registration Systems, Inc.
7. Upon termination of the contract between MEMBER and VENDOR, this agreement shall concurrently terminate and the corporate resolution shall be revoked at such time.
8. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its choice of law provisions.

The parties have executed this Agreement intending to be bound as of the dates indicated below.

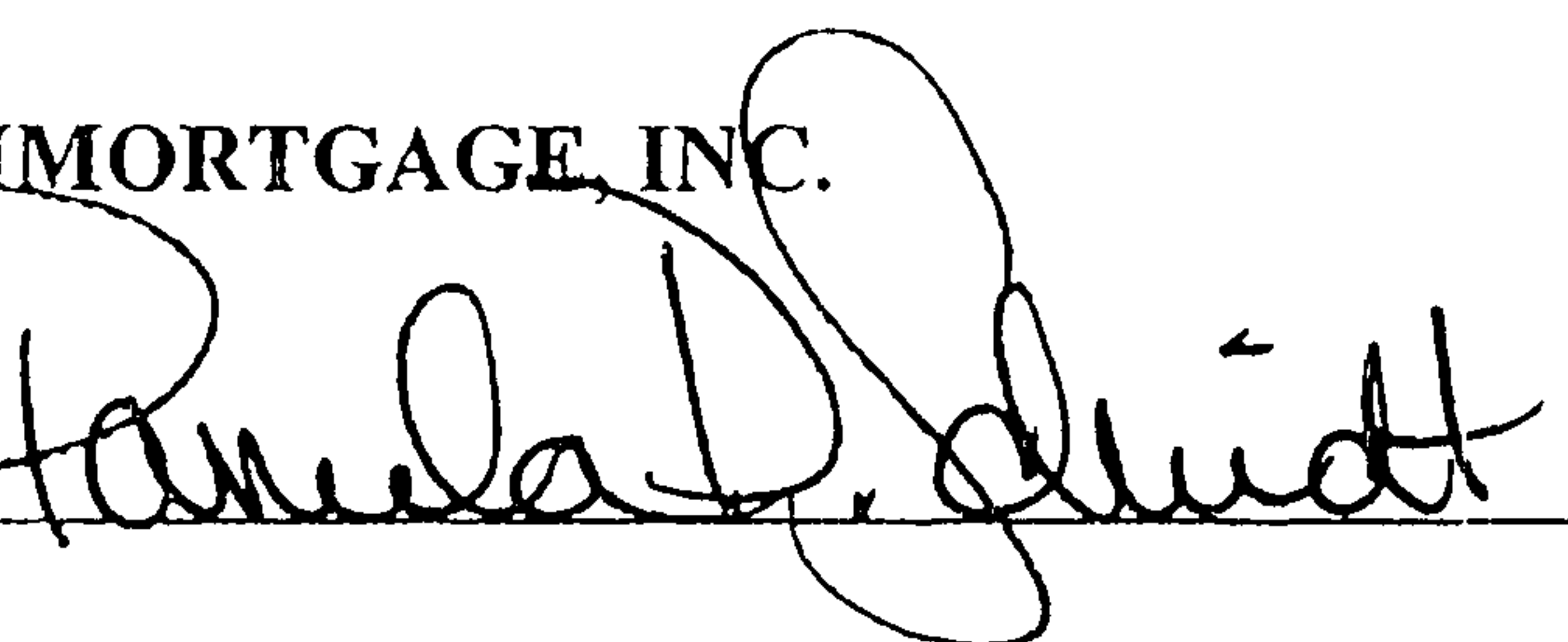
MERSCORP, INC.

By: 
Title: Vice President
Dated: 2/9/01

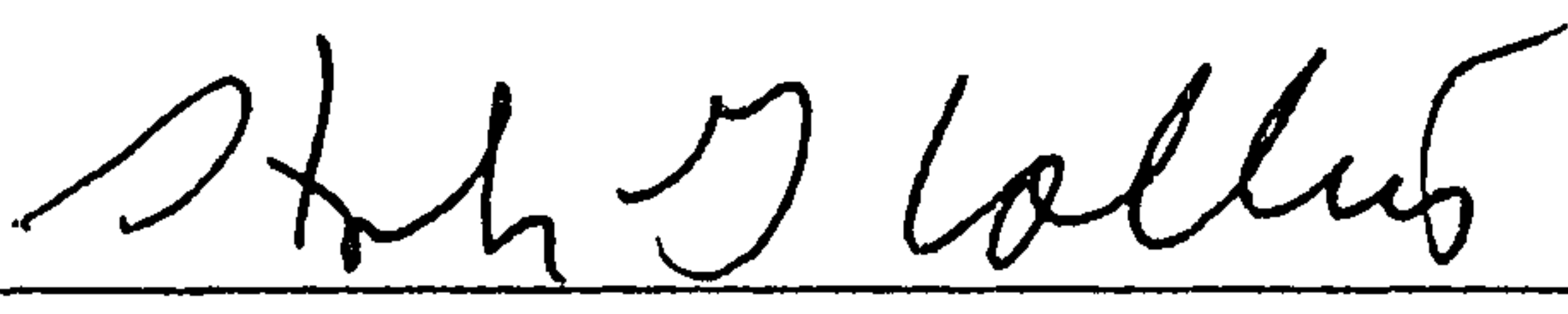
**MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.**

By: 
Title: Secretary/Treasurer
Dated: 2/9/01

CITIMORTGAGE, INC.

By: 
Title: Pamela D. Schmidt, Vice President
Dated: _____

SIROTE & PERMUTT, P.C.

By: 
Title: shareholder
Dated: 1-15-04

PAMELA SCHMIDT, VP
CitiMortgage, Inc./Default Mgmt.
1000 Technology Drive/MS 314
O'Fallon, MO 63304
636-261-7501
GEID 0000230625

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

CORPORATE RESOLUTION

Be it Resolved that any shareholder of SIROTE & PERMUTT, P.C. is hereby appointed as assistant secretary and vice president of Mortgage Electronic Registration Systems, Inc., and as such, are authorized to:

Assign the lien of any mortgage loan registered on the MERS® System that is shown to be registered to CITIMORTGAGE, INC. or its designee.

Release the lien of any mortgage loan registered on the MERS® System that is shown to be registered to CITIMORTGAGE, INC. or its designee.

Execute Transfer Deeds into the Department of Veteran's Affairs, the Department of Housing and Urban Development, Fannie Mae or Federal Home Loan Mortgage Corporation on any mortgaged property that has been foreclosed where Mortgage Electronic Registration Systems, Inc. is the record owner of the property and the foreclosed loan was registered on the MERS® System to CITIMORTGAGE, INC. or its designee.

I, William C. Hultman, being the Corporate Secretary of Mortgage Electronic Registration Systems, Inc., hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Board of Directors of said corporation effective as the 9th day of February, which is in full force and effect on this date and does not conflict with the Certificate of Incorporation or By-Laws of said corporation.



Secretary