

Deed is being RE-RECORDED to include
copy of signing authority agreement
as document.

20030818000544810 Pg 1/3 18.00
Shelby Cnty Judge of Probate, AL
08/18/2003 16:20:00 FILED/CERTIFIED

VA CASE NO.
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
LOAN NO. 001753092

MORTGAGOR(S): CHARLES COTTINGHAM AND VERICA COTTINGHAM

STATE OF ALABAMA)
COUNTY OF SHELBY)

20031209000797120 Pg 1/6 27.00
Shelby Cnty Judge of Probate, AL
12/09/2003 13:41:00 FILED/CERTIFIED

SPECIAL WARRANTY DEED

This deed is recorded to correct that certain deed between Mortgage Electronic Registration Systems, Inc. and the Secretary of Veterans Affairs as recorded at Instrument Number 20030724000474600.

KNOW ALL MEN BY THESE PRESENTS: That Mortgage Electronic Registration Systems, Inc. , solely as nominee for Principal Residential Mortgage, Inc., a corporation organized and existing under the laws of the State of Virginia whose principal place of business is 8201 Greensboro Drive, ^{mc lean} VA 22101-3810, hereinafter called Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and by these presents, does hereby grant, bargain, sell and convey unto The Secretary of Veterans Affairs, an Officer of the United States of America, whose address is 345 Perryhill Road, Montgomery, AL 36109, hereinafter called Grantee, and his/her successors in such office, as such, and his/her or their assigns, the following described property, situated in the County of Shelby, State of Alabama, to-wit:

Lot 15 and 16, Block 77, according to J. H. Dunstan's Map of the Town of Calera,
on file in the Probate Office of Shelby County, Alabama.

Sirote & Permutt

The property conveyed herein is conveyed subject to outstanding rights of redemption and subject to all easements and restrictions of record and advalorem taxes not due or payable on the date hereof.

The Grantor also assigns and transfers to the Grantee herein all of said Grantor's claim and notes and the judgments, if any, thereon representing the indebtedness heretofore secured by liens on the property hereinabove described and which liens were heretofore foreclosed.

TO HAVE AND TO HOLD, the aforegranted property together with all and singular the improvements thereon and the rights and appurtenances thereto in anywise belonging to the said Grantee, and his/her successors in such office, as such, and his/her or their assigns forever, Grantor hereby covenants with the said Grantee and his/her successors in such office, as such, and his/her or their assigns, that Grantor is lawfully seized in fee simple of the aforementioned premises; that they are free from all encumbrance; that it has a good right to sell and convey the same to the said Grantee herein, and that Grantor will warrant and defend the premises to the said Grantee and his/her successors in such office, as such, and his/her or their assigns forever, against the lawful claims and demands of all persons claiming the same by, through, or under Grantor.

IN WITNESS WHEREOF, the said Mortgage Electronic Registration Systems, Inc. , solely as nominee for Principal Residential Mortgage, Inc. by Stephen G. Williams its Vice President (insert title) who is authorized to execute this conveyance, has hereto set his/her signature and seal, this 8th day of August, 2003.

Attesting Witness:

Mortgage Electronic Registration Systems,
Inc., solely as nominee for Principal
Residential Mortgage, Inc., by and through,
Stephen G. Collins, its Vice President

Signature: Kerry Bryant

Signature: Stephen G. Collins

By: KERRY BRYANT (print or type)

By: Stephen G. Collins (print or type)

Title of Employee Attesting Title Supervisor Its: Vice President
of SIROTE & PERMUTT

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Stephen G. Collins as Vice President of Mortgage Electronic Registration Systems, Inc., solely as nominee for Principal Residential Mortgage, Inc. 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 said conveyance, he, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 8th day of August, 2003.

MY COMMISSION EXPIRES:

MY COMMISSION EXPIRES JUNE 13, 2007

Rene R. Airo
Notary Public

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Kerry S. Bryant as attesting witness 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 said conveyance, she, with full authority, executed the same voluntarily as such attesting witness.

Given under my hand and official seal, this the 8th day of August, 2003.

MY COMMISSION EXPIRES JUNE 13, 2007

MY COMMISSION EXPIRES:

MY COMMISSION EXPIRES JUNE 13, 2007

Rene R. Airo
Notary Public

✓ This instrument prepared by:

Stephen G. Collins

Sirote & Permutt, P.C.

2311 Highland Avenue South

P.O. Box 55727

Birmingham, AL 35255-5727

AGREEMENT FOR SIGNING AUTHORITY

MERSCORP, INC. ("MERS") and its subsidiary, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., Principal Residential Mortgage, Inc. ("Member") and Sirote and Permutt ("Law Firm") hereby agree as follows:

1. The purpose of this Agreement is to define the rights and obligations of the parties when an officer of the Law Firm executes documents as an officer of MERS for the purposes of foreclosing on a mortgage loan that is registered on the MERS® System and shown on the MERS® System to be serviced by Member.
2. The parties acknowledge that Principal Residential Mortgage, Inc. 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 the Law Firm to perform certain obligations of foreclosing mortgage loans on mortgages that are serviced by 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 further acknowledge that Mortgage Electronic Registration System, Inc. may be the mortgagee of record on mortgages that Member instructs the Law Firm to foreclose upon. Therefore, in order for the Law Firm to perform its contractual duties to Member, MERS by corporate resolution will grant employees of the Law Firm the limited authority to sign all necessary documents and act on behalf of MERS in performing said foreclosures. Such authority is set forth in the attached form of corporate resolution, which is made a part of this Agreement.
4. The parties agree that Member will provide all necessary information and instructions to the Law Firm to foreclose upon mortgage loans 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 the Law Firm, or any information entered into the MERS® System by or on behalf of Member. Any problems regarding the information or instructions between Member and Law Firm must be resolved between those two parties.
5. Member and Law Firm agree to indemnify and hold harmless MERS and Mortgage Electronic Registration Systems, Inc. ("MERS Party"), and any employee, director, officer, agent or affiliate of 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 the Law Firm in foreclosing on mortgage loans where Mortgage Electronic Registration Systems, Inc. is the mortgagee of record.

6. The Law Firm shall maintain appropriate insurance coverage that shall include coverage for any negligence, errors and omissions or willful misconduct of all employees authorized to sign releases as officers of Mortgage Electronic Registration Systems, Inc.
7. Upon termination of the contract between Member and the Law Firm, 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: Senior Vice President

Dated: William C. Hulman

**MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.**

By: 

Title: Secretary and Treasurer

Dated: William C. Hulman

Principal Residential Mortgage, Inc.

By: 

Title: V.S. Jaksich, Dir. and Sec. Default Adm.

Dated: 5-28-02

Sirote and Permutt

By: 

Title: Shareholder

Dated: 5/23/02

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

CORPORATE RESOLUTION

Be it Resolved that attorneys that are employed by or partners of Sirote and Permutt are hereby appointed as assistant secretaries and vice presidents of Mortgage Electronic Registration Systems, Inc., and, as such, are authorized to:

execute any and all documents necessary to foreclose upon the property securing any mortgage loan registered on the MERS System that is shown to be registered to the Member, including but not limited to (a) substitution of trustee on Deeds of Trust, (b) Trustee's Deeds upon sale on behalf of MERS, (c) Affidavits of Non-military Status, (d) Affidavits of Judgment, (e) Affidavits of Debt, (f) quitclaim deeds, (g) Affidavits regarding lost promissory notes, and (h) endorsements of promissory notes to VA or HUD on behalf of MERS as a required part of the claims process;

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 of the 29th day of May 2002, 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

(Corporate seal)

20030724000474600 Pg 5/5 24.00
Shelby Cnty Judge of Probate, AL
07/24/2003 12:16:00 FILED/CERTIFIED

20031209000797120 Pg 6/6 27.00
Shelby Cnty Judge of Probate, AL
12/09/2003 13:41:00 FILED/CERTIFIED