

After recording please return to:
Henger Rast & Associates, LLC

[Company Name]
Attn: Melissa A Kelley

[Name of Natural Person]
3161 Cahaba Heights Road 203

[Street Address]
Birmingham, AL 35243

[City, State Zip Code]

This instrument was prepared by:

Jennifer Lane
[Name of Natural Person]

3161 Cahaba Heights Rd., Ste. 203
[Street Address]

Birmingham, AL 35243
[City, State Zip Code]

[Space Above This Line For Recording Data]

Loan No: 1700262942

MIN: 100052200002629427

ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is 3161 Cahaba Heights Road 203, Birmingham, AL 35243, does hereby grant, sell, assign, transfer and convey, unto Mortgage Electronic Registration Systems, Inc. ("MERS"), its successors and assigns, P.O. Box 2026, Flint, Michigan 48501-2026, (herein "Assignee"), a certain Mortgage dated August 29, 2005, made and executed by Roy A. Smith IV, an unmarried man

to Henger Rast & Associates, LLC

upon the following described property situated in Shelby County, State of Alabama:

Lot 39, according to the survey of final record plat of Greystone Farms, Guilford Place Sector, Phase-3 Map Book 24, Page 27 as recorded in Shelby County, Alabama

such Mortgage having been given to secure payment of one hundred seventy five thousand nine hundred and NO/100ths (\$ 175,900.00), which Mortgage is of record in Book, Volume, or Liber No. , at Page (or as No. *), in the Office of the Judge of Probate of Shelby County, State of Alabama, together with the note(s) and obligations therein described, the money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage.

MERS TELEPHONE: 1-888-679-6377

Alabama Assignment of Mortgage (To MERS from a Non-MERS Servicer/Investor)

—THE COMPLIANCE SOURCE, INC.—
www.compliancesource.com

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* 20050920000486580

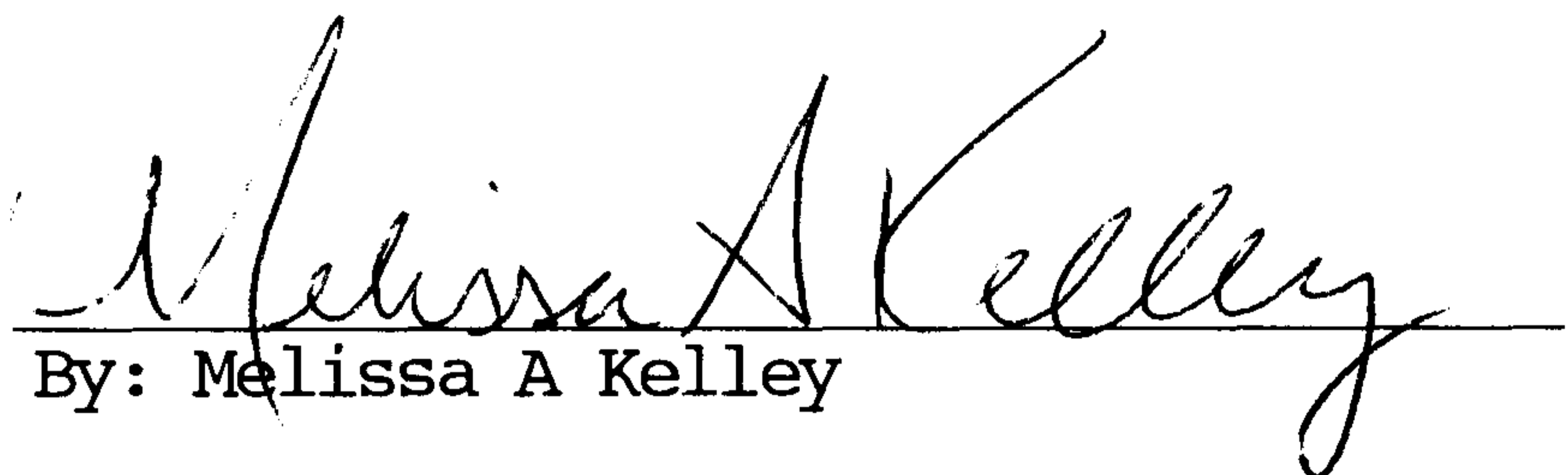
Loan No: 1700262942

This transaction is only an assignment and transfer of the debt and the lien securing the debt. No new or additional indebtedness is involved in this transaction.

TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on
August 29, 2005

Assignor: Henger Rast & Associates, LLC


By: Melissa A Kelley

Its: Closer


_____[Space Below This Line For Acknowledgment]_____

State of Alabama §

County of Jefferson §

I, the undersigned, a Notary Public
in and for said County in said State, hereby certify that Melissa A Kelley
whose name as closer of Henger Rast & Associates, LLC

, 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, as such officer and with full authority, executed the same voluntarily for
and as the act of said corporation.

Given under my hand this the 29th day of August, 2005

(Seal)

Style of Officer
My Commission Expires: 7/1/07

MERS TELEPHONE: 1-888-679-6377

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