

RESCISSION OF RELEASE OF LIEN/SATISFACTION OF MORTGAGE

THE STATE OF AL
COUNTY OF SHELBY

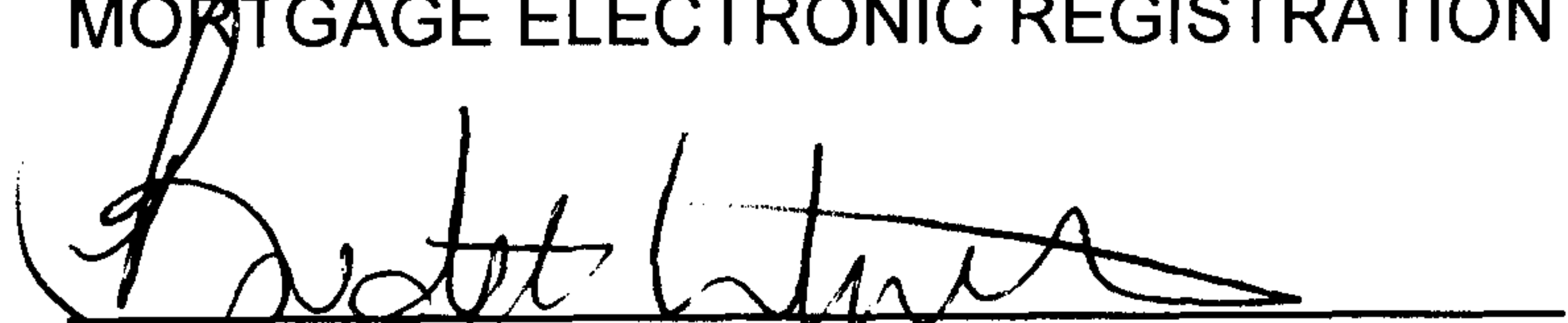
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. ("Beneficiary"), holder of the promissory note and deed of trust/mortgage hereby declare the following facts in order to cancel a Release of Lien executed and recorded in error and to reinstate the original document, as a lien to secure the existing indebtedness still due to the Beneficiary pursuant to the original promissory note.

1. The original deed of trust/mortgage was granted by KENT A. ASHMORE AND CINDY ASHMORE, HUSBAND AND WIFE on 6/10/2005, to secure repayment of a promissory note made payable to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC AS A NOMINEE FOR SOUTHSTAR FUNDING, LLC. That Security Instrument was filed for record on 7/5/2005 under Document No. 20050705-000335340, or Book _____, Page _____ of the Real Property Records, SHELBY County, AL. That Security Instrument encumbers the following real property owned by Grantor: 251 Oxford Circle, Montevallo, AL 35115
2. On 9/7/2006 a Release of Lien/ Satisfaction of Mortgage was filed as Book/Page and/or Document 2006-0907000442840 on the above-described Security Instrument in SHELBY County, purporting to release the Security Instrument described above. The Beneficiary hereby acknowledges the above described promissory note was not paid in full, but the Release of Lien was executed and recorded by Beneficiary in error, that the Beneficiary intend the Security Instrument to remain a valid lien upon the above described property with the lien priority from the date of its original recording.
3. The Release of Lien described above is hereby CANCELLED and declared void from the date it was executed, to be considered of no force or effect for any purpose.
4. The original Security Instrument is hereby granted, conveyed and REINSTATED, such that the lien of the Security Instrument is to be declared a valid encumbrance upon the described property from the date it was originally recorded and the Note, and all liens and securities interests securing the Note, including without limitation the Deed of Trust, are reinstated in accordance with their original tenor and effect, all the terms and covenants of the Security Instrument to be in full force and effect without lapse due to the mistaken release.

23161447596677502


5. The Grantor warrants to the Beneficiary that no other lien has been granted or conveyed by the Grantor since the date of the mistaken release, and the lien of the Security Instrument now holds the same priority as it held when it was originally recorded.

BENEFICIARY:
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC.,


BRIDGETTE WINTERS, VICE PRESIDENT

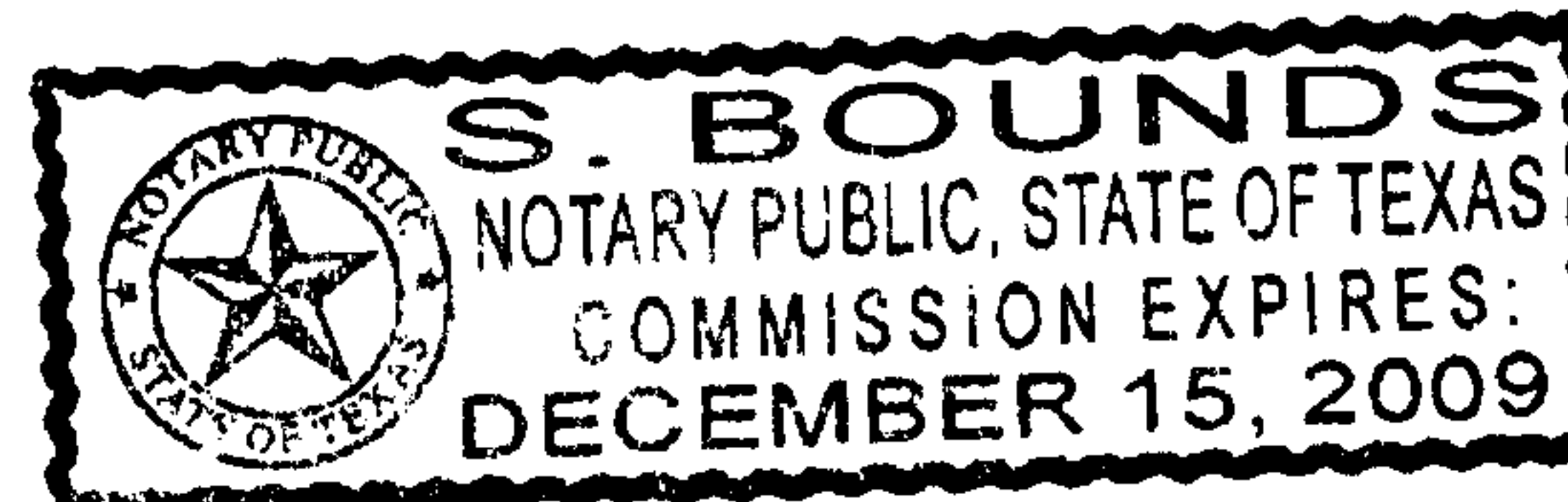

PAULA KEITH, ASSISTANT SECRETARY

SWORN TO AND SUBSCRIBED BEFORE ME this 11-16-2006, by BRIDGETTE WINTERS, VICE PRESIDENT and PAULA KEITH, ASSISTANT SECRETARY of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., to certify which witness my hand and seal of office.



Notary Public in and for the State of TEXAS

My Commission Expires: _____



THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on 11-16-2006, by BRIDGETTE WINTERS, VICE PRESIDENT and PAULA KEITH, ASSISTANT SECRETARY of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., on behalf of said corporation.



Notary Public in and for the State of TEXAS

My Commission Expires: _____

Prepared by and after recording return to: C. Brown, Brown & Associates, 10592-A Fuqua PMB 426, Houston, TX 77089

HOLDER'S ADDRESS:

P.O. Box 2026, Flint, MI 48501-2026

