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Shelby Cnty Judge of Probate, AL  
04/16/2007 01:11:17PM FILED/CERT

## RESCISSION OF RELEASE OF LIEN/SATISFACTION OF MORTGAGE

THE STATE OF AL  
COUNTY OF SHELBY

LITTON LOAN SERVICING LP, A DELAWARE LIMITED PARTNERSHIP, AS SERVICING AGENT FOR JPMORGAN CHASE BANK F/K/A THE CHASE MANHATTAN BANK AS TRUSTEE ("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 GARY E SMITH II, UNMARRIED on 12/18/2000, to secure repayment of a promissory note made payable to FIRST UNION NATIONAL BANK OF DELAWARE. That Security Instrument was filed for record on 1/16/2001 under Document No. 2001-01611, or Book \_\_\_\_\_, Page \_\_\_\_\_ of the Real Property Records, SHELBY County, AL. That Security Instrument encumbers the following real property owned by Grantor: 5016 Bent River Trail, Birmingham, AL 35216
2. On 8/10/2006 a Release of Lien/ Satisfaction of Mortgage was filed as Book/page and /or Document 2006-0810000388840 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.
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:

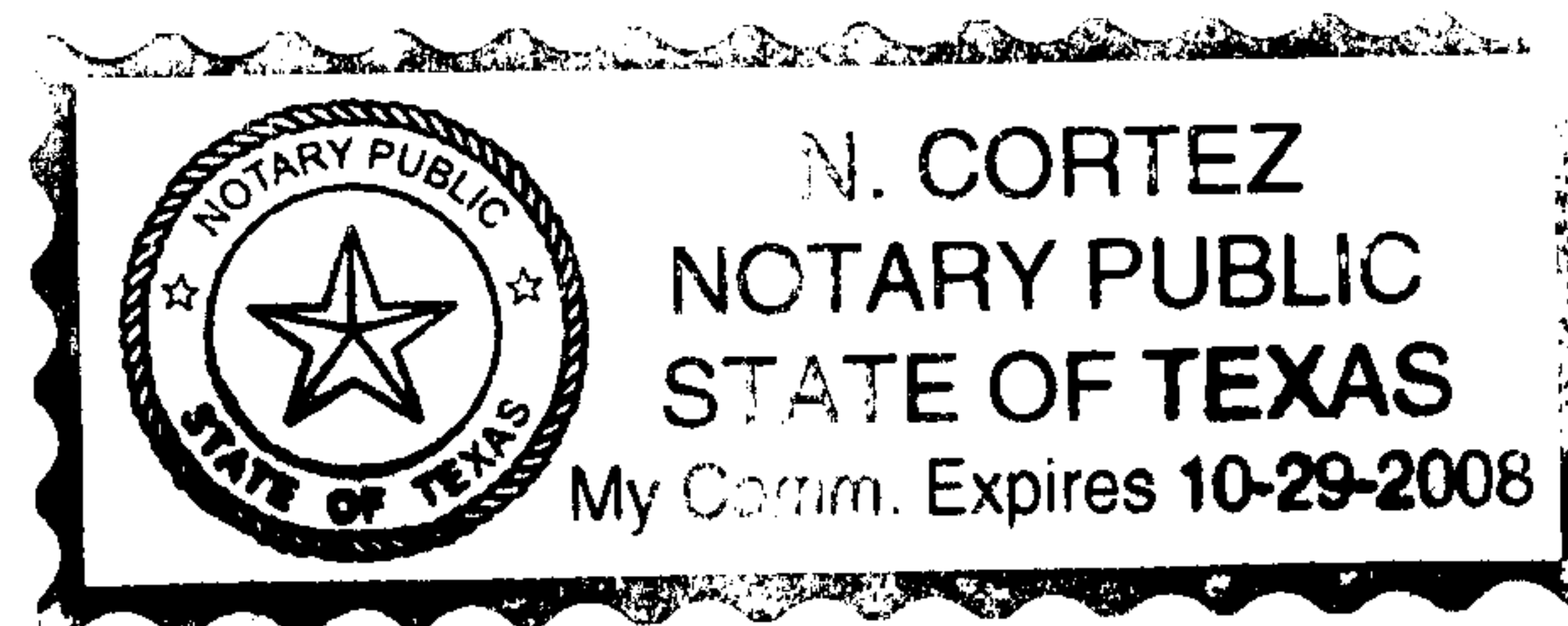
LITTON LOAN SERVICING LP AS SERVICING AGENT FOR JPMORGAN CHASE BANK F/K/A THE  
CHASE MANHATTAN BANK AS TRUSTEE

Lori A. Lowe  
LORI A. LOWE, ASSISTANT VICE PRESIDENT

Vicki Cumbie  
VICKI CUMBIE, ASSISTANT SECRETARY

SWORN TO AND SUBSCRIBED BEFORE ME this April 10, 07, by LORI A.  
LOWE, ASSISTANT VICE PRESIDENT and VICKI CUMBIE, ASSISTANT SECRETARY of LITTON  
LOAN SERVICING LP, to certify which witness my hand and seal of office.

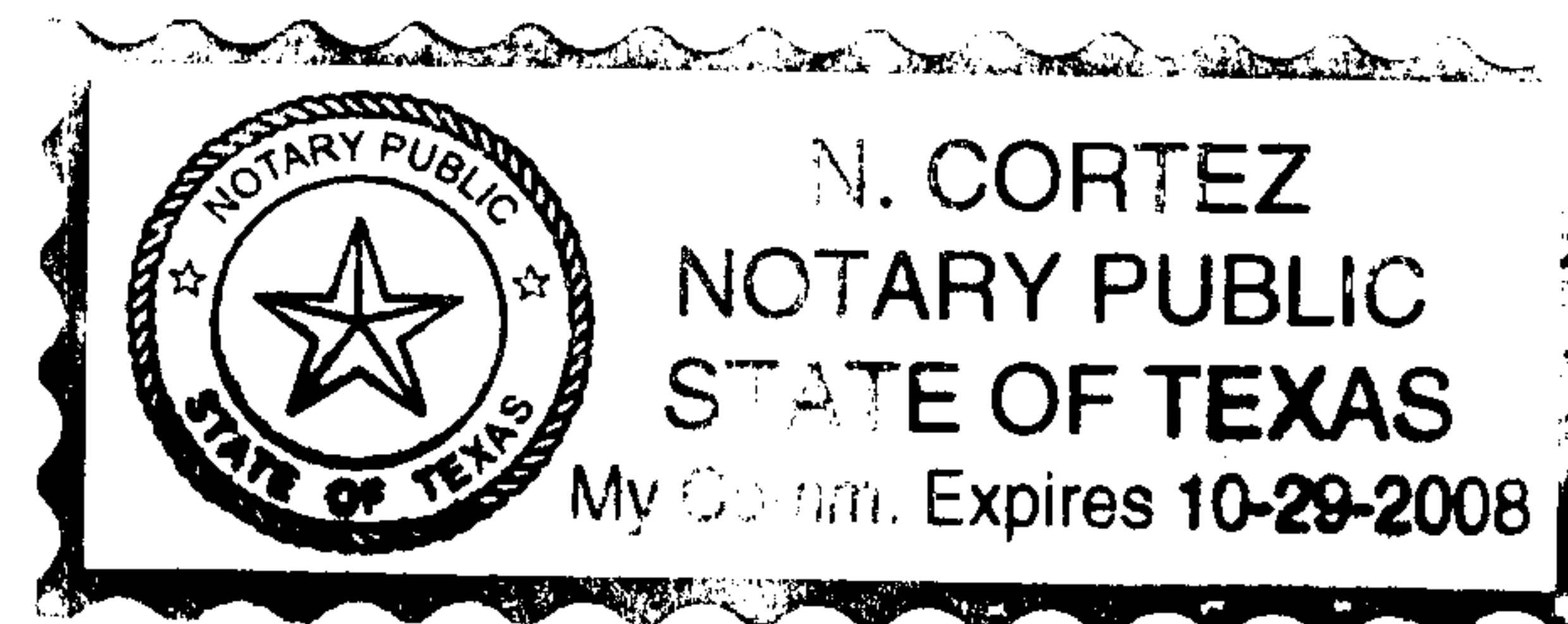
N. Cortez  
Notary Public in and for the State of TEXAS  
My Commission Expires: \_\_\_\_\_



THE STATE OF TEXAS  
COUNTY OF HARRIS

This instrument was acknowledged before me on April 10, 07, by LORI A.  
LOWE, ASSISTANT VICE PRESIDENT and VICKI CUMBIE, ASSISTANT SECRETARY of LITTON  
LOAN SERVICING LP, on behalf of said corporation.

N. Cortez  
Notary Public in and for the State of TEXAS  
My Commission Expires: \_\_\_\_\_



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