LOAN NUMBER:

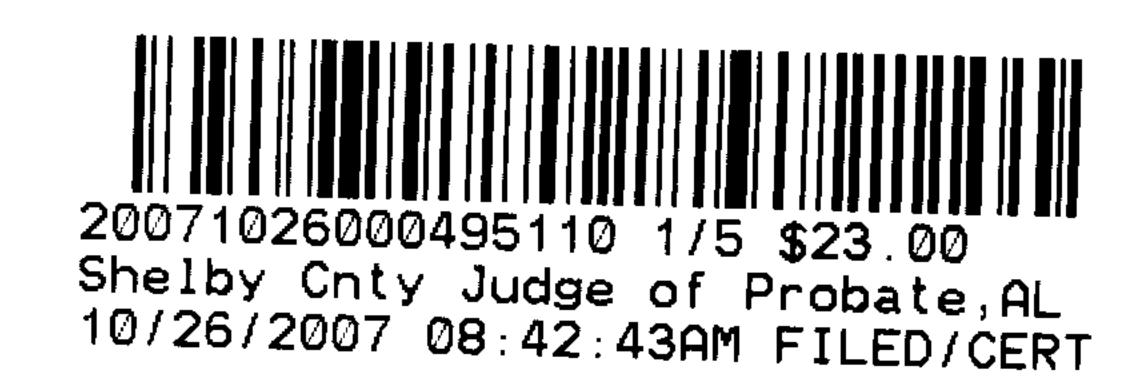
0253453484

STATE OF ALABAMA

COUNTY OF SHELBY

Rerecord to include date, of execution

The series of th



REGISTRATION

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the undersigned MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (the "Assignor"), does hereby transfer, assign, set over and convey unto WELLS FARGO BANK, N.A. (the "Assignee"), its successors, transferees, and assigns forever, all right, title and interest of said Assignor in and to that certain Mortgage executed by ROBERT F. ALLEN JR., MARRIED MAN; KATHRYN H. ALLEN, MARRIED WOMAN, HUSBAND AND WIFE, to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR FREELAND, FLINDERS, & ASSOC., LLC dated the 25th day of September, 2006, and filed for record in Instrument No. 20061013000509190, in the Probate Office of Shelby County, Alabama, covering property described in said Mortgage, together with the note and indebtedness secured by the Mortgage, and all interest of the undersigned in and to the property described in said Mortgage.

It is expressly understood and agreed that the within transfer and assignment of the said Mortgage is without warranty, representation or recourse of any kind whatsoever.

IN WITNESS WHEREOF, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. has caused this instrument 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 Assignment is executed on this the day of Septembor, 2007.

MORTGAGE

ELECTRONIC

By:

Stephen G. Collins

Assistant Secretary and Vice President of Mortgage Electronic Registration Systems, Inc.

STATE OF Alabama)
COUNTY OF leffersm)

I, <u>Junifer Kussell Brown</u>, a Notary Public in and for the said County and State, do hereby certify that Stephen G. Collins, whose name as Assistant Secretary and Vice President of Mortgage Electronic Registration Systems, Inc., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this Assignment, he, and with full authority, executed the same voluntarily for and as the act of said corporation, and acting in its capacity as Assistant Secretary and Vice President as aforesaid.

Given under my hand and official seal this 24 day of 590 tember, 2007.

Notary Public MY COMMISSION EXPIRES MAY 30, 2010

My Commission Expires: _____

This instrument prepared by:
Ginny Rutledge
Sirote & Permutt, P.C.
P. O. Box 55727
Birmingham, AL. 35255

AGREEMENT FOR SIGNING AUTHORITY

* •

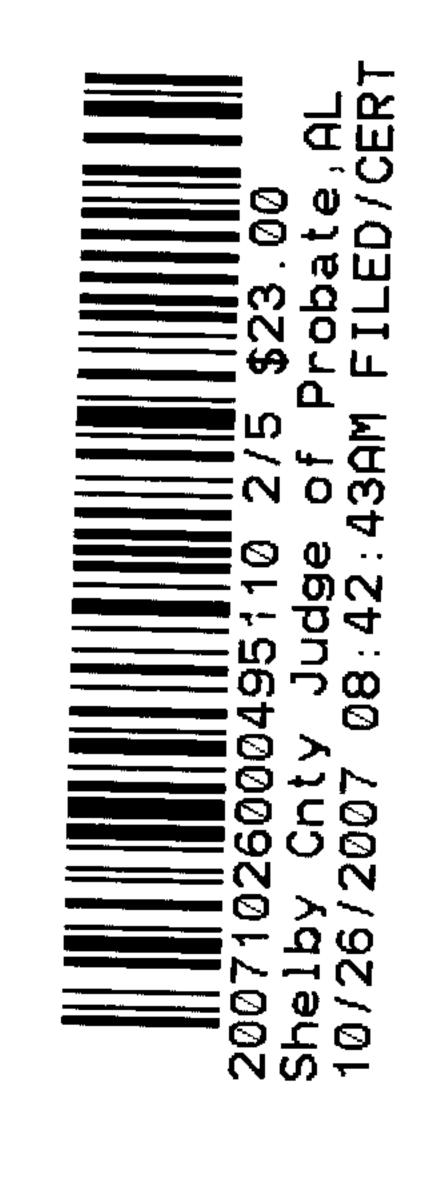
MERSCORP, INC. ("MERS") and its subsidiary, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., Wells Fargo Home Mortgage a Division of Wells Fargo Bank NA ("MEMBER") and Sirote & Permutt, PC ("VENDOR") hereby agree as follows:

- 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. Wells Fargo Home Mortgage a Division of Wells Fargo Bank NA 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's mortgages. Therefore, in order for Vendor to perform its contractual duties to Member, MERS, by corporate resolution, will grant employees 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 a part of this Agreement.
- Vendor to perform certain duties where Mortgage Electronic Registration Systems, Inc. acts as the mortgage 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 Vendor must be resolved between those two parties.

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 cross and omissions, breach of confidentiality or willful misconduct of Vendor in performing certain duties where Mortgage Electronic Registration Systems, Inc. is the mortgagee of ecord.

endor shall maintain appropriate insurance coverage that shall include coverage for any egligence, errors and omissions or willful misconduct of all employees authorized to sign as fficers of Mortgage Electronic Registration Systems, Inc.

RECORDER'S MEMORANDUM At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction.



- 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.
- 3. 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.

By: By: Title: Wind Paris	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. By:
Title: <u>Vice President</u>	Title: Secretor./sc
Dated: 2 21 00	Ittle: Secretary/Treasurer
	Dated: 2/21/06
FACHAEL HENDRICKSON-BROWNER THE: VICE PRESIDENT LOAN DOCUMENTATION	Sirote & Permutt, PC By:

20070920000441760 3/5 \$23.00 Shelby Cnty Judge of Probate, AL 09/20/2007 12:29:22PM FILED/CERT

EII P**P** • *

20071026000495110 3/5 \$23.00 Shelby Cnty Judge of Probate, AL 10/26/2007 08:42:43AM FILED/CERT

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

CORPORATE RESOLUTION

Be it Resolved that the attached list of candidates are employee(s) of Sirote & Permutt, PC and are hereby appointed as assistant secretaries and vice presidents 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 Wells Fargo Home Mortgage a Division of Wells Fargo Bank NA or its designee;

Release the lien of any mortgage loan registered on the MERS® System that is shown to be registered to Wells Fargo Home Mortgage a Division of Wells Fargo Bank NA or its designee;

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) quitelaim 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:

Take any and all actions and execute all documents necessary to protect the interest of the Member, the beneficial owner of such mortgage loan, or MERS in any bankruptcy proceeding regarding a loan registered on the MERS System that is shown to be registered to the Member, including but not limited to: (a) executing Proofs of Claim and Affidavits of Movant under 11 cutering a Notice of Appearance, (c) vote for a trustee of the estate of the debtor, (d) vote for a committee of creditors, (e) attend the meeting of creditors of the debtor, or any adjournment MERS, on any question that may be lawfully submitted before creditors in such a meeting, (f) agreements.

William C. Hultman, being the Corporate Secretary of Mortgage Electronic Registration Systems, Inc., reby certify that the foregoing is a true copy of a Resolution duly adopted by the Board of Directors of d corporation effective as of the 25th day of flowly, 2006 which is in full force and effect on state and does not conflict with the Certificate of Incorporation or By-Laws of said corporation.

Sccretary

20070920000441760 4/5 \$23.00 Shelby Cnty Judge of Probate, AL 09/20/2007 12:29:22PM FILED/CERT

20071026000495110 4/5 \$23.00 Shelby Cnty Judge of Probate, AL 10/26/2007 08:42:43AM FILED/CERT

Sirote & Permutt, PC

Mortgage Electronic Registration Systems, Inc. Certifying Officers

Collins, Stephen

Held, Jerry

20070920000441760 5/5 \$23.00 Shelby Cnty Judge of Probate, AL 09/20/2007 12:29:22PM FILED/CERT

20071026000495110 5/5 \$23.00 Shelby Cnty Judge of Probate, AL 10/26/2007 08:42:43AM FILED/CERT