

CM #: 161349

STATE OF ALABAMA )  
COUNTY OF SHELBY )

**ASSIGNMENT OF MORTGAGE**

FOR VALUE RECEIVED, the undersigned WELLS FARGO BANK, N.A. (the "Assignor"), does hereby transfer, assign, set over and convey unto HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE FOR WFHM 2007-M09 (the "Assignee"), its successors, transferees, and assigns forever, all right, title and interest of said Assignor in and to that certain Mortgage executed by RICHARD RUSSELL AND ERIN RUSSELL, HUSBAND AND WIFE, to WELLS FARGO BANK, N.A. dated the 1st day of June, 2007, and filed for record in Instrument No. 20070608000267920, 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, WELLS FARGO BANK, N.A. has caused this conveyance to be executed by Jerry E. Held, as Attorney-In-Fact, pursuant to that certain Limited Power of Attorney attached hereto as Exhibit A and fully incorporated herein. This Assignment is executed on this the 21<sup>st</sup> day of April, 2010.

Wells Fargo Bank, N.A.

By: [Signature]  
Jerry E. Held  
Its: Attorney-In-Fact

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

STATE OF Alabama )  
COUNTY OF Jefferson )

I, Dmy Hanner, a Notary Public in and for said County in said State, hereby certify that Jerry E. Held, whose name as Attorney-In-Fact 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, in his capacity as such Attorney-In-Fact, executed the same voluntarily on the day the same bears date.

Given under my hand this the 21<sup>st</sup> day of April, 2010.  
[Signature]  
Notary Public

My Commission Expires MY COMMISSION EXPIRES APRIL 16, 2013

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





LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Wells Fargo Bank N.A., has made, constituted and appointed, and by these presents does make, constitute and appoint Jerry E. Held, Gary C. Rutledge, and Stephen G. Collins of the firm of Sirote & Permutt, P.C., 2311 Highland Avenue South, Birmingham, Alabama 35205, individually and not jointly, its true and lawful attorney in fact for, and in its name, place and stead, and for its use and benefit, for every act customarily and reasonably necessary and appropriate for:

The execution, acknowledgment, recording and delivery of Mortgagee's Non Military Affidavit, Notices of Default on Mortgages, and Verifications of Debt wherein the above-named principal is the original or substituted Mortgagee or servicing agent for the Mortgagee, and Deeds to the Secretary of Veterans Affairs, Secretary of Housing and Urban Development, Deeds to Federal National Mortgage Association, and Deeds to Federal Home Loan Mortgage Corporation, to convey properties in which the Mortgage foreclosed secured a loan guaranteed or insured by the department of Veterans Affairs or Department of Housing and Urban Development, and Deeds and assignment of beneficial interest to the investor on mortgage loans in which Wells Fargo Bank N.A. is the Mortgagee of record.

Giving and granting unto said attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done to accomplish the foregoing as the principal above-named might or could do as if personally present, with full powers of substitution and reservation, hereby confirming and ratifying all that the principal's attorney in fact shall lawfully do or cause to be done by virtue of these presents. The undersigned fully acknowledges and understands that said attorney-in-fact is being granted authority to appoint himself or a business in which he has a pecuniary interest as trustee to conduct foreclosures for Wells Fargo Bank N.A. on a for profit basis and has consulted independent counsel regarding same.

By exercise of this limited power, the attorney(s)-in-fact shall indemnify Wells Fargo Bank N.A. from all claims, demands, suits, penalties or actions, and from all attendant losses, costs and expenses for any claims against, or losses or liability of Wells Fargo Bank N.A. for any cause to the extent the same arise out of, or result from, default in the performance of, or the negligent performance of, or willful misconduct regarding any obligation of the attorney(s)-in-fact under this power.

This limited power of attorney shall be effective from the date of execution hereof until December 31, 2012 or such time as Wells Fargo Bank N.A. or its successor revokes it in writing.

IN WITNESS WHEREOF, Mark Wooton has hereunto set his/her hand and seal this 9th day of November, 2009.

Seal

Wells Fargo Bank N.A.

Signed:



Printed name:

Mark Wooton

Title:

Vice President Loan Documentation

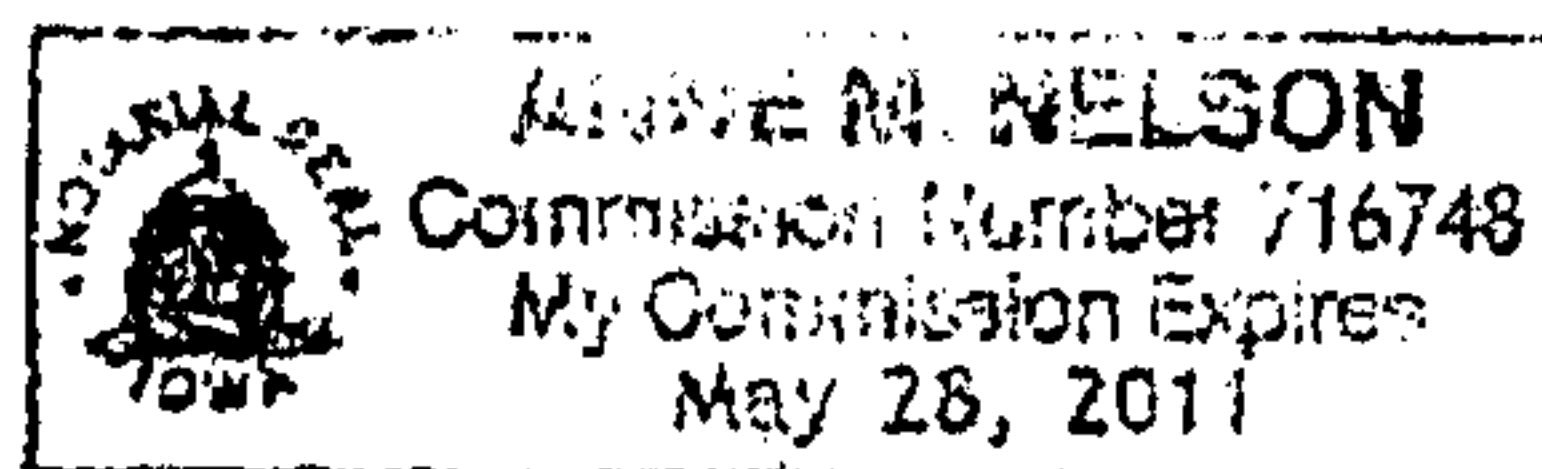
STATE OF IOWA

COUNTY OF DALLAS

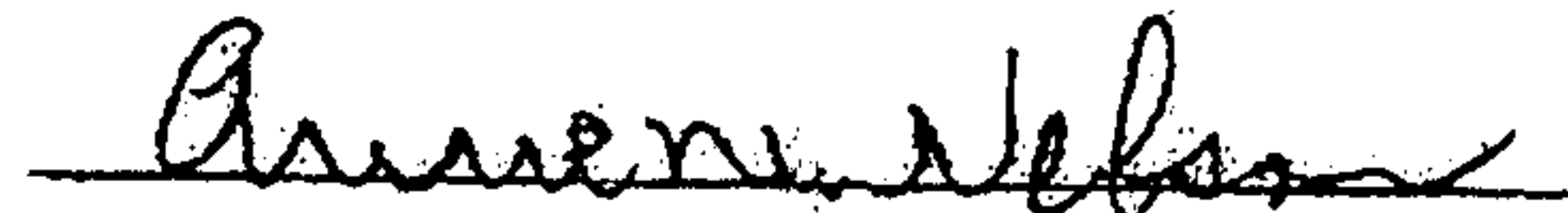
)  
) ss.  
)

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that Mark Wooton whose name as Vice President Loan Documentation of Wells Fargo Bank, N.A., 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 said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Subscribed and sworn to before me on this 9th day of November, 2009.



Seal



Notary public in and for:  
My commission expires: