

Sirote #: 184758

20100920000308200 1/5 \$24.00
Shelby Cnty Judge of Probate, AL
09/20/2010 02:02:06 PM FILED/CERT

STATE OF ALABAMA)

COUNTY OF SHELBY)

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the undersigned MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (the "Assignor"), does hereby transfer, assign, set over and convey unto THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. F/K/A THE BANK OF NEW YORK TRUST COMPANY, N.A., AS TRUSTEE FOR CHASE FLEX TRUST SERIES 2007-3 (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 FECIK, AN UNMARRIED MAN, to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR SHORE MORTGAGE dated the 9th day of March 2007, and filed for record in Inst. # 20070313000112630, in the Probate Office of Shelby County, Alabama.

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 conveyance to be executed by Colleen McCullough, 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 executed on this the 10 day of September, 2010.

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

By: Colleen McCullough
Colleen McCullough
Assistant Secretary and Vice President of
Mortgage Electronic Registration Systems, Inc.

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

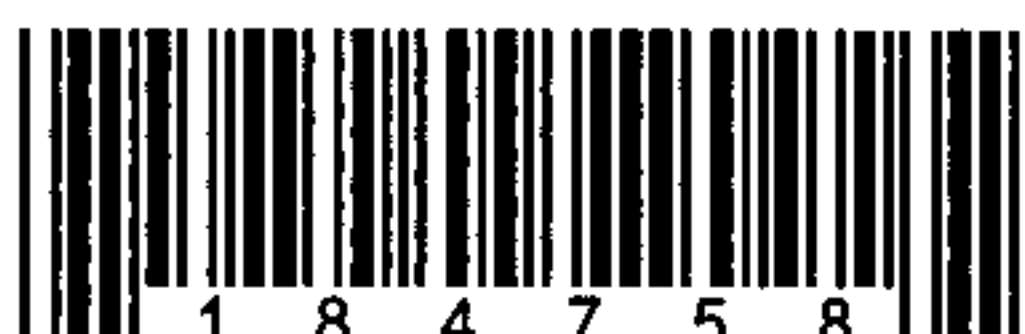
I, David Charles Johnson, a Notary Public in and for said County in said State, hereby certify that Colleen McCullough, whose name as Assistant Secretary and Vice President of Mortgage Electronic Registration Systems, Inc., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, 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 10 day of September, 2010.

Notary Public David Charles Johnson

My Commission Expires: MY COMMISSION EXPIRES JUNE 15, 2014

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





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2010 2748
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MISCELLANEOUS Book & Page
03-23-2010 03:43:44 PM
Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

AGREEMENT FOR SIGNING AUTHORITY

MERSCORP, INC. ("MERS") and its subsidiary, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., Chase Home Finance, LLC ("MEMBER") and Chase Home Finance, LLC ("VENDOR") hereby agrees 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. Chase Home Finance, LLC 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.
4. The parties agree that Member will provide all necessary information and instructions to Vendor to perform certain duties where Mortgage Electronic Registration Systems, Inc. acts as the mortgagee 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 of Member. Any problems regarding the information or instructions between Member and Vendor must be resolved between those two parties.
5. 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 costs, judgments, and any other costs, fees and expenses that result from the negligence, errors and omissions, reach of confidentiality or willful misconduct of Vendor in performing certain duties where Mortgage Electronic Registration Systems, Inc. is the mortgagee of record.
6. Vendor shall maintain appropriate insurance coverage that shall include coverage for any negligence, errors and omissions or willful misconduct of all employees authorized to sign as officers of Mortgage Electronic Registration Systems, Inc.

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.
8. 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 provision.

The parties have executed this Agreement intending to be bound as of the dates indicated below.

MERSCORP, INC.

By: [Signature]
Title: Vice President
Dated: 10/14/09

CHASE HOME FINANCE, LLC

By: [Signature]
Title: Vice President
Dated: 9/3/2009

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.

By: [Signature]
Title: Secretary
Dated: 10/14/09

SIROTE & PERMUTT, P.C.

By: [Signature]
Title: Shareholder
Dated: 10/19/09

2010 2749
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MISCELLANEOUS Book & Page
03-23-2010 03:43:44 PM

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

CORPORATE RESOLUTION

2010 2750

Recorded in the Above
MISCELLANEOUS Book & Page

Be it Resolved that the attached list of candidates are employee(s) of ~~Shelby County Probate Court~~ 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 Chase Home Finance, LLC or its designee;

Release the lien of any mortgage loan registered on the MERS® System that is shown to be registered to Chase Home Finance, LLC 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) Execution of Transfer Deeds into the Department of Veteran's Affairs, the Department of Housing and Urban Development, Fannie Mae, or Federal Home Loan Mortgage Corporation, (c) Affidavits of Non-military Status, (d) Affidavits of Judgment, (e) Affidavits of Debt, (f) quitclaim 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 Affidavit of Movant under 11 U.S.C. Sec. 501-502, Bankruptcy Rule 3001-3003, and applicable local bankruptcy rules, (b) entering 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 the creditors of the debtor, or any adjournment thereof, and vote on behalf of the Member, the beneficial owner of such mortgage loan, or MERS, on any question that may be lawfully submitted before creditors in such a meeting, (f) complete, execute, and return a ballot accepting or rejecting a plan, and (g) execute reaffirmation agreements.

I, William Heltman, being the Corporate Secretary of Mortgage Electronic Registration Systems, Inc., hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Board of Directors of said corporation effective as of the 17 day of October, 2009 which is in full force and effect on this date and does not conflict with the Certificate of Incorporation or By-Laws of said corporation.


Secretary

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Sirote & Permutt, P.C.

Mortgage Electronic Registration Systems, Inc.
Certifying Officers

Jerry E. Held

Stephen G. Collins

Ginny C. Rutledge

Colleen E. McCullough

Cynthia W. Williams

2010 2751

Recorded in the Above

MISCELLANEOUS Book & Page

03-23-2010 03:43:44 PM

W. Hardy McCollum - Probate Judge

Tuscaloosa County, Alabama

Book/Pg: 2010/2748

Term/Cashier: SCAN2 / MWhite

Tran: 9345.590222.742950

Recorded: 03-23-2010 15:44:34

REC Recording Fee 11.00

REC Recording Fee 3.00

PJF Probate Judge Fee 2.00

REC Recording Fee 1.00

Total Fees: \$ 17.00