

Sirote #: 185771

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Shelby Cnty Judge of Probate, AL  
09/20/2010 02:02:12 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 CITIMORTGAGE, INC. (the "Assignee"), its successors, transferees, and assigns forever, all right, title and interest of said Assignor in and to that certain Mortgage executed by BARRY STEPHEN DARBY AND SPOUSE SUE MACDONALD DARBY, to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR WILMINGTON FINANCE, INC. dated the 12th day of June, 2007, and filed for record in Instrument Number 20070619000288120, 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 Ginny C. Rutledge, 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 14 day of September, 2010.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,  
INC.

By:   
Ginny C. Rutledge  
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 Ginny C. Rutledge, 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 14 day of  
September, 2010.

David Charles Johnson  
Notary Public

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





**AGREEMENT FOR SIGNING AUTHORITY**

**MERSCORP, INC. ("MERS") and its subsidiary, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., CITIMORTGAGE INC. ("MEMBER") and SIROTE & PERMUTT, P.C. ("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. MEMBER 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 mortgages. Therefore, in order for VENDOR to perform its contractual duties to MEMBER, MERS by corporate resolution will grant shareholders 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 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 or 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, breach 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 provisions.





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

**MERSCORP, INC.**

By: [Signature]

Title: Vice President

Dated: 2/9/01

**MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.**

By: [Signature]

Title: Secretary/Treasurer

Dated: 2/9/01

**CITIMORTGAGE, INC.**

By: [Signature]

Title: Pamela D. Schmidt, Vice President

Dated: \_\_\_\_\_

**SIROTE & PERMUTT, P.C.**

By: [Signature]

Title: shareholder

Dated: 1-15-04

PAMELA SCHMIDT, VP  
CitiMortgage, Inc./Default Mgmt.  
1000 Technology Drive/MS 314  
O'Fallon, MO 63304  
636-261-7501  
GEID 0000230625

2009 10417  
Recorded in the Above  
MISCELLANEOUS Book & Page  
08-21-2009 08:29:02 AM



MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

CORPORATE RESOLUTION

Be it Resolved that any shareholder of SIROTE & PERMUTT, P.C. is hereby appointed as assistant secretary and vice president 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 CITIMORTGAGE, INC. or its designee.

Release the lien of any mortgage loan registered on the MERS® System that is shown to be registered to CITIMORTGAGE, INC. or its designee.

Execute Transfer Deeds into the Department of Veteran's Affairs, the Department of Housing and Urban Development, Fannie Mae or Federal Home Loan Mortgage Corporation on any mortgaged property that has been foreclosed where Mortgage Electronic Registration Systems, Inc. is the record owner of the property and the foreclosed loan was registered on the MERS® System to CITIMORTGAGE, INC. or its designee.

I, William C. Hultman, 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 the 9<sup>th</sup> day of February, 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

2009 10418

Recorded in the Above

MISCELLANEOUS Book & Page

08-21-2009 08:29:02 AM

W. Hardy McCollum - Probate Judge

Tuscaloosa County, Alabama

Book/Pg: 2009/10418

Term/Cashier: SCAN2 / MWhite

Tran: 9007.572258.717395

Recorded: 08-21-2009 08:29:30

REC Recording Fee

8.50

PJF Probate Judge Fee

2.00

Total Fees: \$ 10.50