

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 GMAC MORTGAGE, LLC (the "Assignee"), its successors, transferees, and assigns forever, all right, title and interest of said Assignor in and to that certain Mortgage executed by BO LEIGH AND CARMEN L. LEIGH, HUSBAND AND WIFE, to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. SOLELY AS NOMINEE FOR ALETHES, LLC dated June 23, 2006, and filed for record in INSTRUMENT NO. 20060628000311010, 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, said Assignor has hereunto set its signature this 18 day of November, 2010.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC.

By: [Signature]
R.S. Sandy Broughton
Its: Assistant Secretary

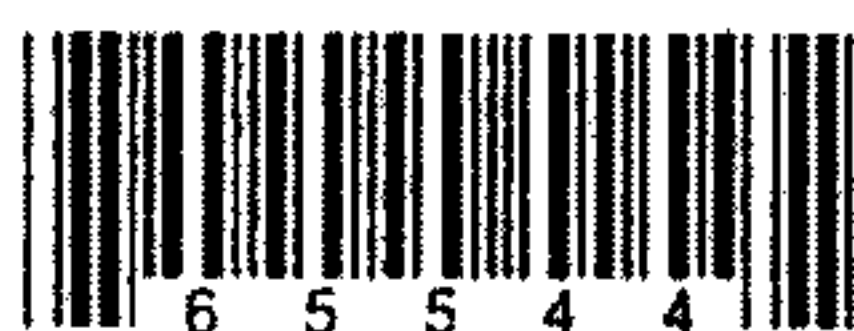
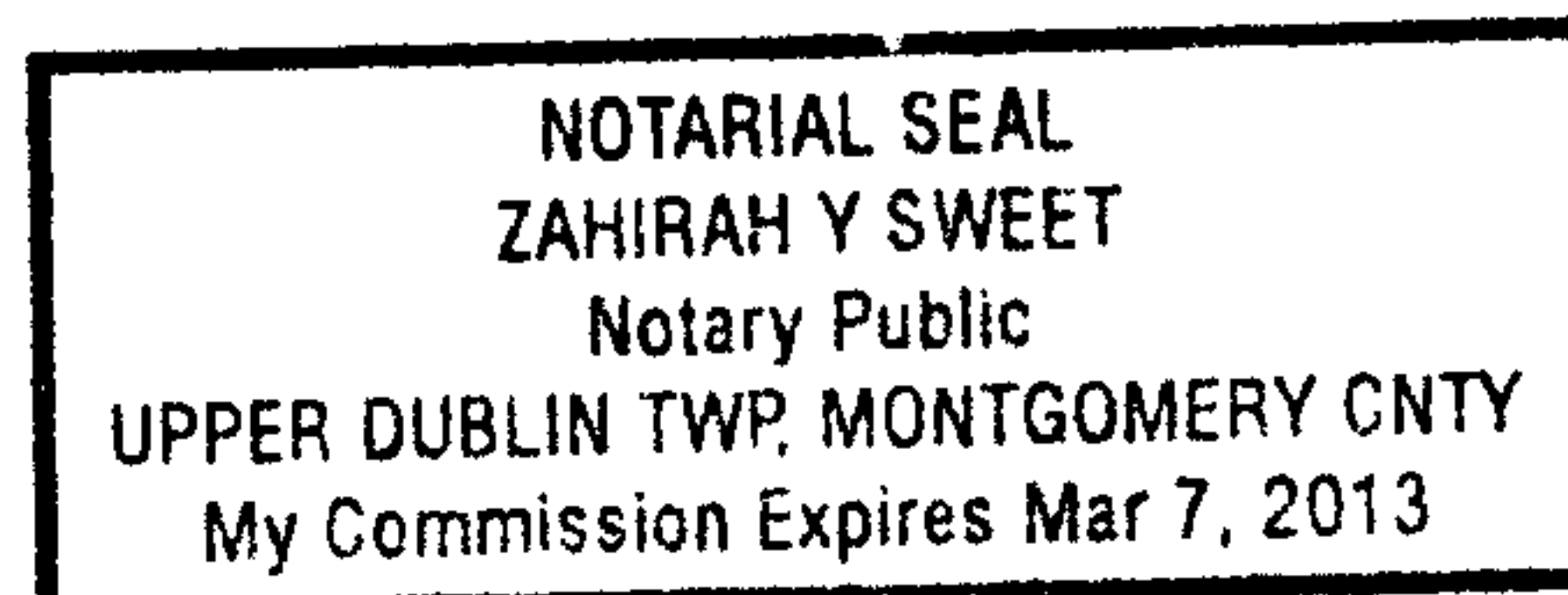
STATE OF PA)

COUNTY OF Montgomery)

I, Zahira Y Sweet, a Notary Public in and for said County in said State, hereby certify that Sandy Broughton, whose name as Asst Secy of Mortgage Electronic Registration Systems, Inc., a Asst Secy, 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 said conveyance, he/she, as such Asst Secy, and with full authority, executed the same voluntarily for and as the act of said Assignment of Mtg

Given under my hand this the 18 day of November, 2010.
Zahira Y Sweet
Notary Public
My Commission Expires: 3/7/2013

This instrument prepared by:
Diane Murray
Sirote & Permutt, P.C.
P. O. Box 55727
Birmingham, AL. 35255
Sirote File Number: 65544




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AGREEMENT FOR SIGNING AUTHORITY

MERSCORP, INC. ("MERS") and its subsidiary, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., GMAC Mortgage LLC ("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. GMAC Mortgage 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, 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.


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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: VP
Dated: 7-6-07

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.


By: [Signature]
Title: SECRETARY
Dated: 7-6-07

GMAC Mortgage LLC

By: [Signature]
Bernard J. Smith
Title: Vice President
Dated: _____

Sirote & Permutt, P.C.

By: [Signature]
Title: shareholder
Dated: _____


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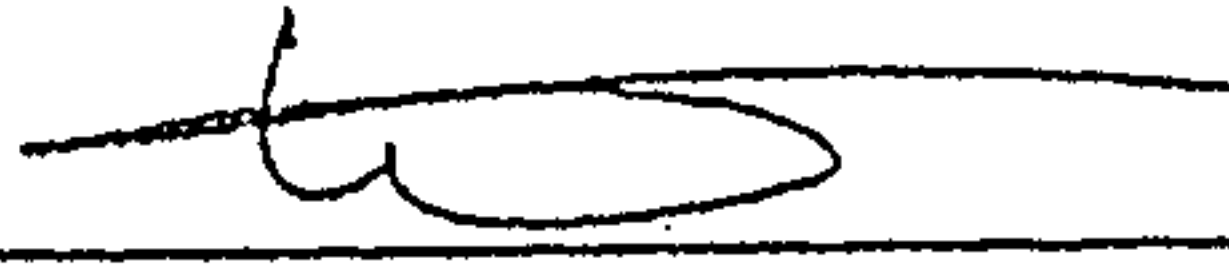
CORPORATE RESOLUTION

Be it Resolved that the attached list of candidates are employees of Sirote & Permutt, P.C., and are hereby appointed as assistant secretaries and vice presidents of Mortgage Electronic Registration Systems, Inc. ("MERS"), and, as such, are authorized to:

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- (1) 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) 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;
- (2) execute any and all documents necessary to remove MERS as titleholder of the property or modify MERS interest in a property, including but not limited to all deeds such as warranty deeds, reconveyance documents, escrow instruments, contracts for purchase and sale of the property and grants of easements.

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 of the 7 day of July, 2007 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.


William C. Hultman, Secretary



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Sirote & Permutt, P.C.

Mortgage Electronic Registration Systems, Inc.
Certifying Officers

Held, Jerry E.

Collins, Stephen G.

Rutledge, Ginny C.

McCullough, Colleen E.



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