

20110228000066070 1/5 \$26.00
Shelby Cnty Judge of Probate, AL
02/28/2011 10:43:31 AM FILED/CERT

20110125000025090 1/5 \$27.00
Shelby Cnty Judge of Probate, AL
01/25/2011 08:47:44 AM FILED/CERT

CORRECTION
ASSIGNMENT OF MORTGAGE

STATE OF ALABAMA

COUNTY OF SHELBY

This instrument is recorded for the purpose of correcting the assignee's name in that assignment of mortgage recorded at Instrument No. 20100513000150340 of the Shelby County Probate Court records.

For valuable consideration in hand paid to the undersigned **Mortgage Electronic Registration Systems, Inc. (MERS)** acting solely as nominee for Lender and Lender's Successors and Assigns, the receipt whereof is hereby acknowledged, the undersigned does hereby grant, bargain, sell, convey and assign unto **BAC Home Loans Servicing LP**, that certain mortgage executed by **Brant Smith and spouse, Elizabeth Smith,,** to Mortgage Electronic Registration Systems, Inc. (MERS) acting solely as nominee for Lender, **First Magnus Financial Corporation, and Lender's Successors and Assigns**, bearing date of May 30, 2007 and recorded in Instrument #20070604000259230 of the records in the Office of the Judge of Probate of Shelby County, Alabama, together with the property therein described.

Dated this, the 19th day of January, 2010.

Mortgage Electronic Registration Systems, Inc. (MERS) acting solely as nominee for Lender and Lender's Successors and Assigns P. O. Box 2026 Flint, MI 48501-2026 (888)679-MERS MIN # 100039215495685171


BY: 

William S. McFadden as Assistant Secretary and Vice President under limited authority granted pursuant to the attached Agreement for Signing Authority and Corporate Resolution.

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned, a Notary Public in and for said State and County, hereby certify that William S. McFadden, whose name as Assistant Secretary and Vice President of Mortgage Electronic Registration Systems, Inc., 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 the instrument, he, in his capacity as such Assistant Secretary and Vice President and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the 19th day of January, 2011.


Notary Public
My commission expires 9/4/2011

This instrument was prepared by:
William S. McFadden
McFadden, Lyon & Rouse, L.L.C.
718 Downtowner Blvd.
Mobile, AL 36609
(251) 342-9172
2474-9029

AGREEMENT FOR SIGNING AUTHORITY

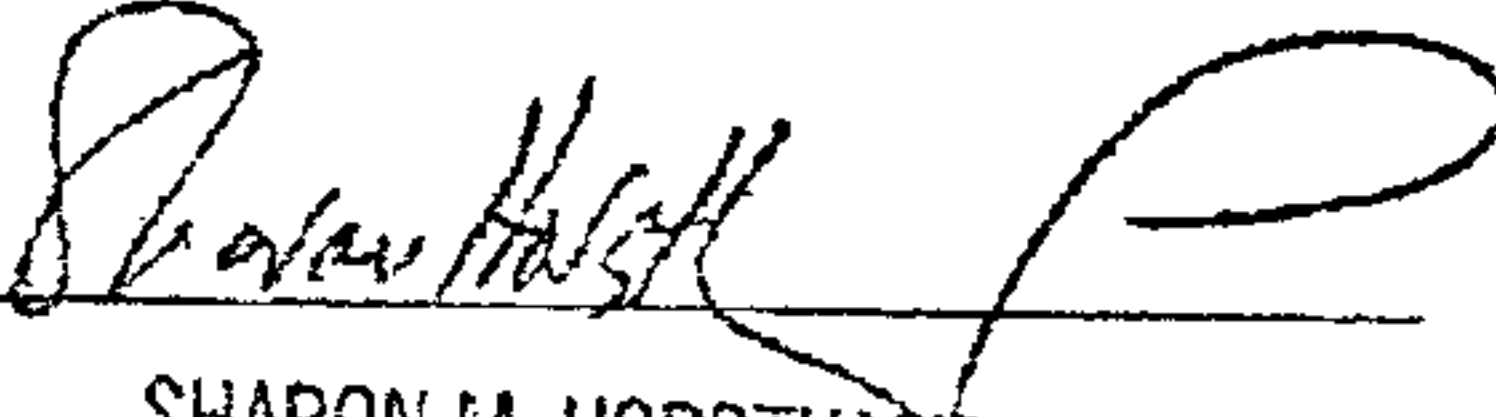
MERSCORP, INC. ("MERS") and its subsidiary, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., Bank of America, N.A. (#1000255) "MEMBER") and MCFADDEN, LYON & ROUSE, LLC ("VENDOR") hereby agree as follows:

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. Bank of America, N.A. 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 MERSCORP, Inc. 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 MERSCORP, Inc., Mortgage Electronic Registration Systems, Inc. and any employee, director, officer, agent or affiliate of MERSCORP, Inc. 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.

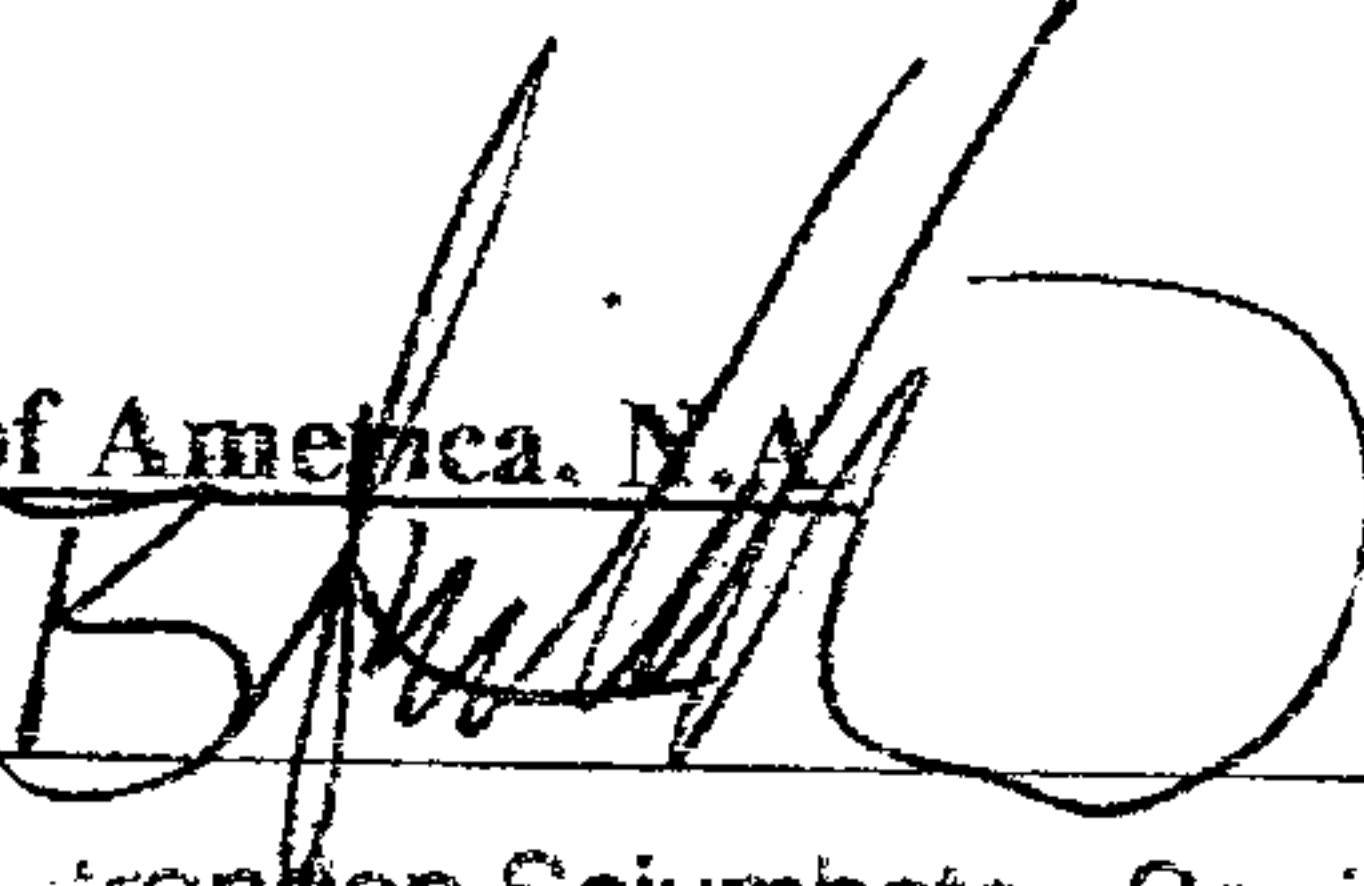
7. Upon termination of the contract between Member and Vendor, this agreement shall concurrently terminate and the corporate resolution shall be revoked at such time.
8. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its choice of law provisions.

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

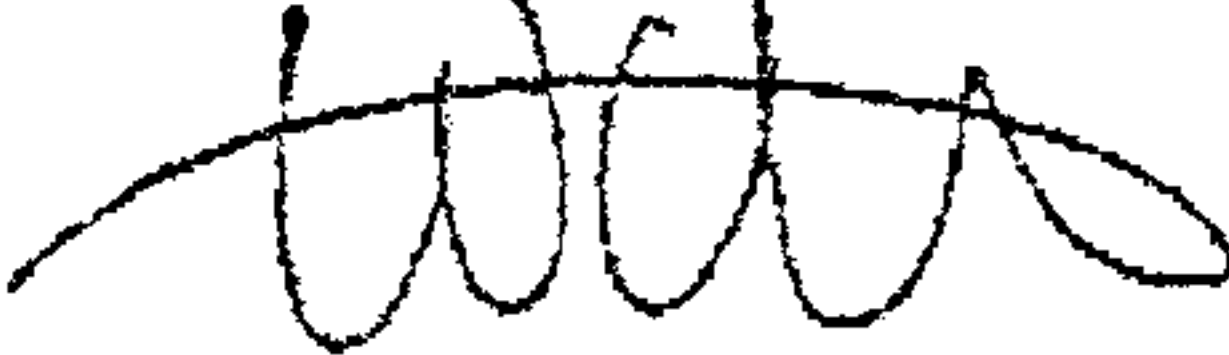
MERSCORP, INC.

By: 
SHARON M. HORSTKAMP
Title: Vice President
Dated: 2-1-10


Bank of America, N.A.

By: 
Brandon Sciombato - Senior Vice President
Title: _____
Dated: _____

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.

By: 
WILLIAM C. HULTMAN
Title: SECRETARY/TREASURER
Dated: 2-1-10

McFadden, Lyon & Rouse, LLC

By: 
Title: Attorney/Member
Dated: 12/15/09

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

CORPORATE RESOLUTION

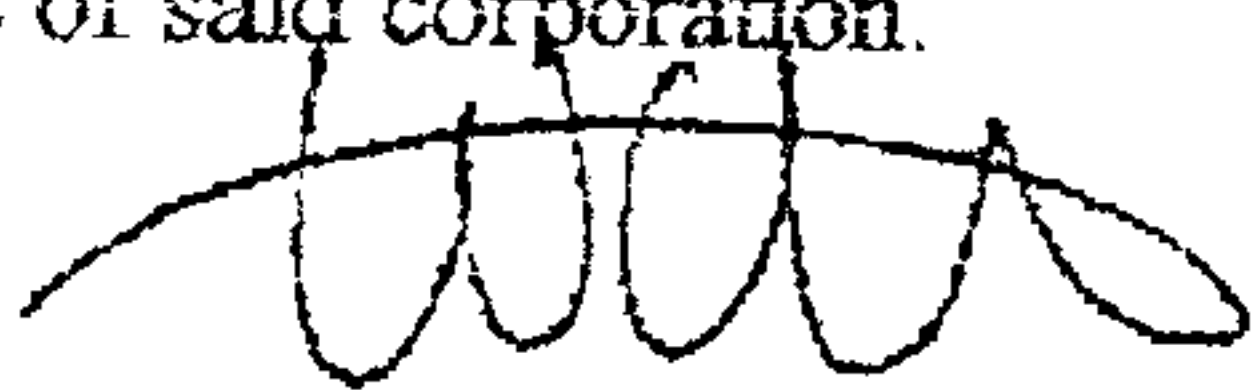
Be it Resolved that the attached list of candidates are employee(s) of McFadden, Lyon & Rouse, LLC and are hereby appointed as assistant secretaries and vice presidents of Mortgage Electronic Registration Systems, Inc., and as such, are authorized to:

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;

Assign the lien of any mortgage loan registered on the MERS® System that is shown to be registered to Bank of America, N.A. 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 of the 1 day of February 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


WILLIAM C. HULTMAN
SECRETARY/TREASURER



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McFadden, Lyon & Rouse, LLC
(for Bank of America, N.A. #1000255)

Mortgage Electronic Registration Systems, Inc.
Certifying Officers
(effective)

Beth McFadden Rouse

William S. McFadden