

STATE OF ALABAMA )  
COUNTY OF SHELBY )

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

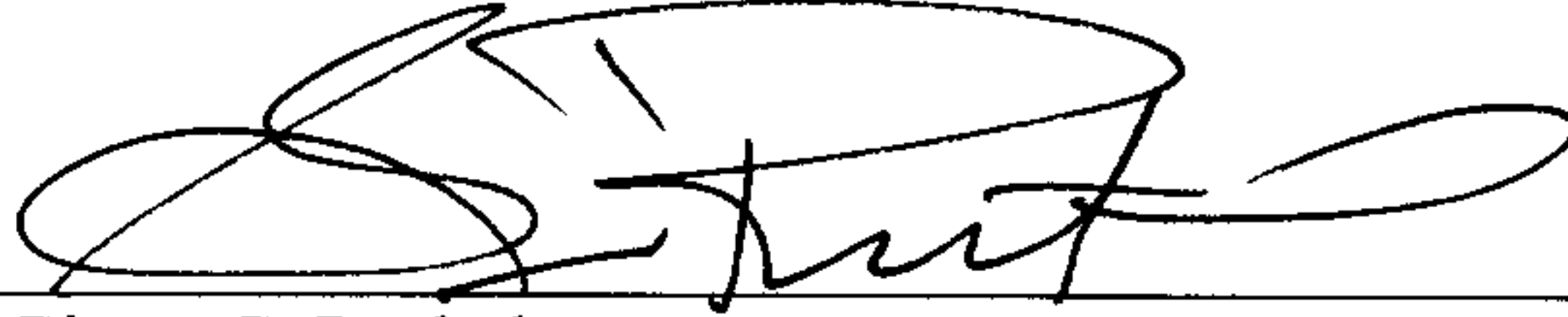
ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the undersigned WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC. (the "Assignor"), does hereby transfer, assign, set over and convey unto US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF BART 2005-5 (the "Assignee"), its successors, transferees, and assigns forever, all right, title and interest of said Assignor in and to that certain Mortgage executed by RODNEY J. DEFALCO, A MARRIED PERSON, AND WIFE, TIFONI P. DEFALCO, to WELLS FARGO HOME MORTGAGE, INC. dated February 28, 2003, and filed for record in Instrument Number 20030304000132070, 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.

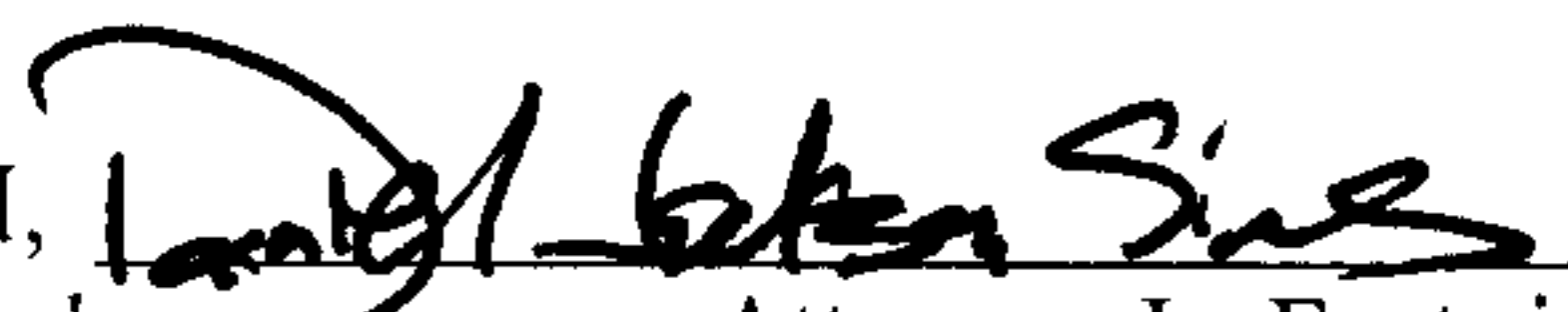
It is expressly understood and agreed that the within transfer and assignment of the said Mortgage is without warranty, representation or recourse of any kind whatsoever.

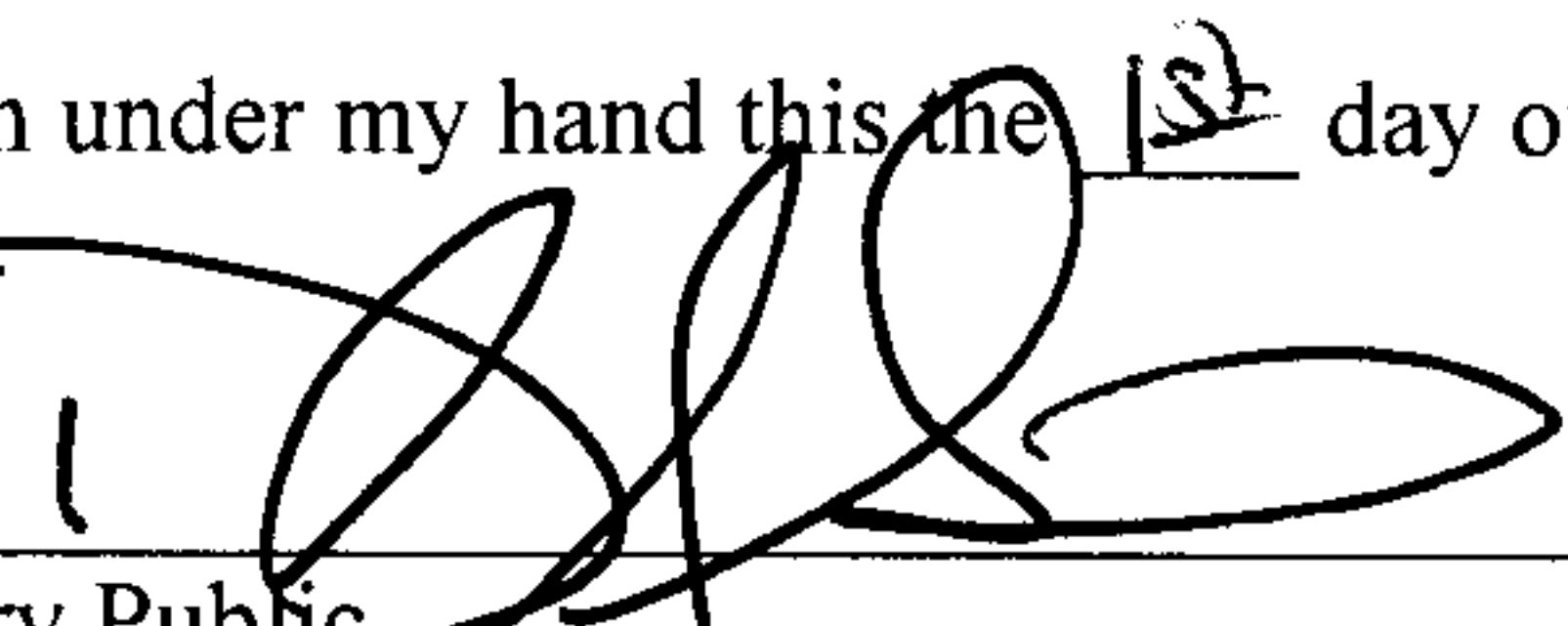
IN WITNESS WHEREOF, WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC. has caused this conveyance to be executed by Ginny C. Rutledge, as Attorney-In-Fact, pursuant to that certain Limited Power of Attorney attached hereto as Exhibit A and fully incorporated herein. This Assignment is executed on this the 18<sup>th</sup> day of March, 2011.

Wells Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, Inc.


By:   
Ginny C. Rutledge  
Its: Attorney-In-Fact

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, , a Notary Public in and for said County in said State, hereby certify that Ginny C. Rutledge, 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 said conveyance, she, in her capacity as Attorney-In-Fact, executed the same voluntarily on the day the same bears date.

Given under my hand this the 18<sup>th</sup> day of March, 2011.  
  
Notary Public  
My Commission Expires: SEPTEMBER 17, 2014

This instrument prepared by:  
Ginny Rutledge  
Sirote & Permutt, P.C.  
P. O. Box 55727  
Birmingham, AL. 35255  
Sirote #: 157218

  
20110307000074230 1/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
03/07/2011 08:30:43 AM FILED/CERT



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, Ginny C. Rutledge, and Stephen G. Collins of the firm of Sirrote & 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

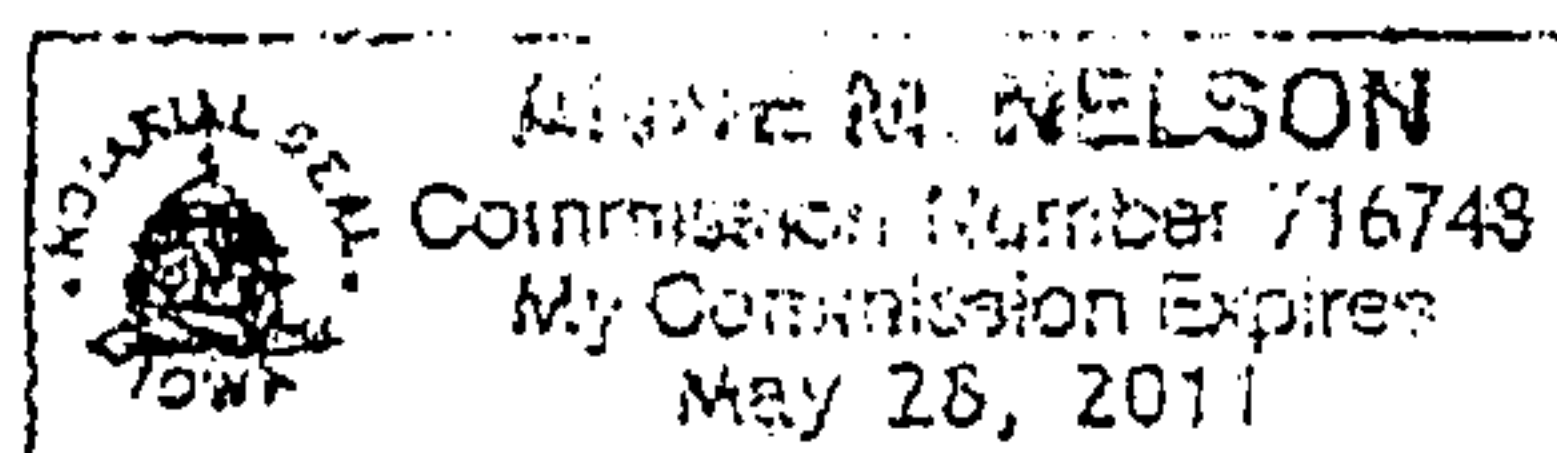
STATE OF IOWA

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.



Notary public in and for  
My commission expires:

20110307000074230 2/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
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