

2/20/07 11:37:22  
BK 2,663 PG 28  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

me  
me  
2/02/07 10:45:36  
BK 2,653 PG 728  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

PREPARED BY:

**MORRIS, SCHNEIDER & PRIOR, L.L.C.**  
Attorneys and Counselors at Law  
1587 N.E. Expressway, Atlanta, GA 30329  
PHONE (770) 234-9181 FAX (770) 234-9192

RETURN TO: CHASE MANHATTAN MORTGAGE CORP. - CA  
10790 Rancho Bernardo Road  
San Diego, CA 92127

Loan No. 11619251/Rooker  
File No.: 348.0626763MS/DOJ

INDEXING INSTRUCTIONS: Lot 39, Section B, Northwood S/D in Section 12, T3S, R8W, Desoto County, MS

*RE-RECORDED*  
**TRANSFER AND ASSIGNMENT OF MORTGAGE**

STATE OF MISSISSIPPI

COUNTY OF DE SOTO

**FOR VALUE RECEIVED** Bankers Trust Company of California, NA as Custodian or Trustee, as Assignor, has this day transferred sold, assigned, conveyed and set over to Chase Home Finance LLC, as Assignee, its successors, representatives and assigns all of the assignor's right, title and interest in and to that certain Mortgage, executed by Bobby G. Rooker and Marjorie Rooker to Ameriloan A Div. of First Street Mortgage Corp., a California Corporation, dated September 4, 1998, and recorded in Book 1043, Page 0183 in the Office of the Chancery Clerk of De Soto County, Mississippi.

See attached as Exhibit A

The Assignor herein specifically sells, assigns, transfers and conveys to the Assignee, its successors, representatives and assigns the aforementioned Mortgage the property described herein, the indebtedness secured thereby, together with all the rights, title, interest powers, options, privileges and immunities contained therein.

The Assignor herein has this day sold and assigned to the Assignee the Note secured by the aforementioned Mortgage, and this transfer is made to secure the Assignee, its successors, representatives, and assigns in the payment of said Note.

IN WITNESS WHEREOF, the Assignor has hereunto set its hand and seal this 5<sup>th</sup> day of JANUARY, 2007.

Bankers Trust Company of California, NA as Custodian or Trustee

By: Karyl E. Smith (L.S.)  
**Karyl E. Smith**

Title: Assistant Vice President

By Chase Home Finance  
as attorney in fact of  
Susan C. Johnson (L.S.)  
**Susan C. Johnson**

Title: Vice President

*(POA Attached as Exhibit B)*

*ASSIGNMENT BEING RE-RECORDED TO ATTACH THE CORRECT POA AS EXHIBIT C.*

*maria (UPS)*

*10*

State of California  
San Diego  
County of \_\_\_\_\_

I **PATRICIA BUNNING**, a Notary Public in and for said State and County  
hereby certify that **Susan C. Johnson** and  
**Karyl E. Smith** whose names as **Vice President** and  
**Assistant Vice President** of **CHASE HOME FINANCE LLC**, corporation, are  
signed the foregoing conveyance and officers and with full authority, executed the same voluntarily for  
and as the act of said corporation acting in its capacity as such officers on the day the same bears date.

Given under my hand this the 5<sup>th</sup> day of JANUARY, 2007.

Patricia Bunning  
Notary



(Seal)  
My Commission Expires: **FEB 25 2010**

Kathrina Solis  
Chase Manhattan Mortgage Corp. - CA  
10790 Rancho Bernardo Road  
San Diego, CA 92127

Our File No.: 348.0626763MS/doj  
Lender Loan No.: 11619251

**EXHIBIT "A"**

Lot 39, Section B, Northwood Subdivision in Section 12, Township 3 South, Range 8 West, as per plat thereof of record in Plat Book 22, at Page 14, in the office of the Chancery Clerk of Desoto County, MS

**WHEN RECORDED MAIL TO:**

Chase Manhattan Mortgage Corporation  
 Attention: Document Control  
 10790 Rancho Bernardo Road  
 San Diego, California 92127

**INCORRECT PON****Exhibit B****LIMITED POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank National Trust Company, formerly known as Bankers Trust Company of California, N.A. (as the "Trustee" or the "Custodian", as the case may be), a national banking association organized and existing under the laws of the United States and having its principal place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, as trustee (in such capacity, the "Trustee") pursuant to a Pooling and Servicing Agreement or a Sale and Servicing Agreement among the Trustee and Chase Manhattan Mortgage Corporation (the "Servicer" or "Successor Servicer") hereby constitutes and appoints the Servicer, having an address at 10790 Rancho Bernardo Road, San Diego, California 92127 by and through the Servicer's officers, the Trustee's or the Custodian's true and lawful Attorney-in-Fact, in the Trustee's or the Custodian's name, place and stead and for the Trustee's or the Custodian's benefit, in connection with all mortgage loans serviced by the Servicer solely for the purpose of performing such acts and executing such documents in the name of the Trustee or the Custodian as may be necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust" respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as trustee for various certificateholders, noteholders, or bondholders:

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreement shall be construed to the contrary:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is solely for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued; provided that (i) said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured and (ii) otherwise conforms to the provisions of the Agreement.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company or a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution of requests to trustees to accomplish same.
3. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
4. The completion of loan assumption agreements.
5. The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.

6. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
  - a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
  - b. the preparation and issuance of statements of breach or non-performance;
  - c. the preparation and filing of notices of default and/or notices of sale;
  - d. the cancellation/rescission of notices of default and/or notices of sale;
  - e. the taking of deed in lieu of foreclosure; and
  - f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e. above.
9. With respect to the sale of property acquired through a foreclosure or deed-in-lieu-of-foreclosure, including, without limitation, the execution of the following documentation:
  - a. listing agreements;
  - b. purchase and sale agreements;
  - c. grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
  - d. escrow instructions; and
  - e. any and all documents necessary to effect the transfer of property.
10. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property.
11. To endorse checks, notes, drafts and other evidences of payment made payable to Trustee, representing payments or payment in full on accounts in the name of Trustee.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall be effective as of April 15, 2002.

This appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

Nothing contained herein shall (i) limit in any manner, or otherwise make invalid or ineffective (in whole or in part), any indemnification provided by the Servicer to the Trustee or the Custodian, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Deutsche Bank National Trust Company, as trustee or as custodian except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name Deutsche Bank National Trust Company, then the Servicer shall promptly forward a copy of same Deutsche Bank National Trust Company.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, Deutsche Bank National Trust Company, as Trustee and as Custodian, has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 16 day of AUG, 2003.

Deutsche Bank National Trust Company, formerly known as Bankers Trust Company of California, N.A., as Trustee and as Custodian

Witnessed by: Marie Becamel  
Marie Becamel

By: Aimee Kemmeter  
Name: Aimee Kemmeter  
Title: Assistant Vice President

Witnessed by: Darlene Hagan  
Darlene Hagan

By: Wendy Estes  
Name: Wendy Estes  
Title: Associate

Acknowledged and Agreed  
Chase Manhattan Mortgage Corporation

By: Kirk N. Hobson  
Name: **KIRK N. HOBSON, VICE PRESIDENT**  
Title:



State of California  
County of Orange

On AUG 16 2004, before me, Peter Quoc Tran, personally appeared Aimee Kammeter and Wendy Estes, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which they acted, executed the instrument.

WITNESS my hand and official seal.

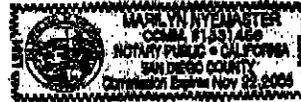
Peter Quoc Tran



State of California  
County of San Diego

On September 22, 2003, before me, Marilyn Nyemaster, Notary Public, personally appeared Kirk N. Hobson personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s), whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



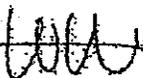
Marilyn Nyemaster  
Marilyn Nyemaster  
Commission Number: 1334456  
My commission expires: 11/22/2005

**CORRECT PDA****CORPORATE RESOLUTION**

Be it Resolved that the attached list of candidates are employees of Chase Home Finance LLC, Member of Mortgage Electronic Registration Systems, Inc. (MERS), and are hereby appointed as assistant secretaries and vice presidents of MERS, and, as such, are authorized to:

- (1) release the lien of any mortgage loan registered on the MERS System that is shown to be registered to the Member;
- (2) assign the lien of any mortgage loan naming MERS as the mortgagee when the Member is also the current promissory note-holder, or if the mortgage loan is registered on the MERS System, is shown to be registered to the Member;
- (3) 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 claim process;
- (4) 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 Affidavits 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 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;
- (5) take any and all actions and execute all documents necessary to refinance, amend or modify any mortgage loan registered on the MERS System that is shown to be registered to the Member.
- (6) endorse checks made payable to Mortgage Electronic Registration Systems, Inc. to the Member that are received by the Member for payment on any mortgage loan registered on the MERS System that is shown to be registered to the Member;
- (7) take any such actions and execute such documents as may be necessary to fulfill the Member's servicing obligations to the beneficial owner of such mortgage loan (including mortgage loans that are removed from the MERS System as a result of the transfer thereof to a non-member of MERS).

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 27 day of November, 2002, 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

Chase Home Finance LLC

Mortgage Electronic Registration Systems, Inc.  
Certifying Officers

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ADONA, Stephanie

BLANC, Kim

DAY, Keith

DEL PILAR, Alexa

GRECH, Judy

LUYETT, Jane

RISSEL, Greg

KOCH, William R.

LANNING, Joe

RODRIGUEZ, Arac

RUIZ, Telma

SAROT, Deborah

SMITH, Elizabeth

THOMPSON, Cynthia

WILLIAMS, Robin

(in alphabetical order by last name)