

PREPARED BY:

NATIONWIDE TRUSTEE SERVICES, INC.

ewj

Substitute Trustee
1587 Northeast Expressway
Atlanta, Ga 30329

PHONE (770) 234-9181 FAX (770) 234-9192

mc 9/04/08 10:05:21
BK 2,942 PG 617
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

RETURN TO: GMAC MORTGAGE LLC
1100 Virginia Drive
Fort Washington, PA 19034

Loan No. 0473198455/Flores
File No.: 414.0724033MS/MC

INDEXING INSTRUCTIONS: Lot 950, First Addition to revised plan, Section C, Southaven Subdivision, in Section 23, Township 1 South, Range 8 West, DeSoto County, Mississippi.

TRANSFER AND ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Homecomings Financial LLC (F/K/A Homecomings Financial Network, Inc.), its successors and assigns, as Assignor, has this day transferred sold, assigned, conveyed and set over to GMAC Mortgage, 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 Cassandra Olivia Flores and Randy Flores a/k/a Randy Flores Jr. to Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Homecomings Financial LLC (F/K/A Homecomings Financial Network, Inc.), its successors and assigns, dated May 4, 2007, and recorded in Book 2718, Page 446 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 28 day of August, 2008. Effective date 8/5/08

Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Homecomings Financial LLC (F/K/A Homecomings Financial Network, Inc.) its successors and assigns

By: [Signature] (L.S.)

By: [Signature] (L.S.)

Title: VP

Title: VP

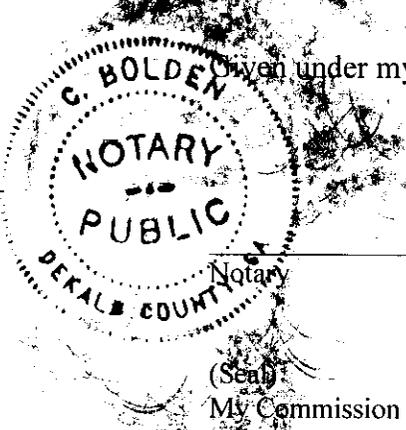
POWER OF ATTORNEY ATTACHED AS EXHIBIT B

State of Georgia

County of DeKalb

On this 28 day of August, 2008 before me, C Bolden, Notary Public personally appeared Joel Freedman and Mark Baker who are VP and VP, respectively of Mortgage Electronic Registration Systems, Inc. and who 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.

Given under my hand this 28 day of August, 2008.



C Bolden

(Seal)
C. Bolden
Notary Public, State of Georgia
DeKalb County
My Commission Expires: **Jan. 28, 2011**

GMAC Mortgage LLC
1100 Virginia Drive
Fort Washington, PA 19034

Our File No.: 414.0724033MS/mc
Lender Loan No.: 0473198455

EXHIBIT "A"

Lot 950, First Addition to revised plan, Section C, Southaven Subdivision, in Section 23, Township 1 South, Range 8 West, as per plat there recorded in Plat Book 2, Page 26, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Property Address:
8373 Whitehead Cove
Southaven, MS 38671

Being the same property conveyed to Claude R. Zellers and Shirley M. Zellers, husband and wife, by Warranty Deed, from Charles Perry Peden, dated 6/6/2001, filed of record on 06/13/2001, Book 394 Page 45, in the aforesaid Register's Office.

EXHIBIT B

BK 2,942 PG 620

AGREEMENT FOR SIGNING AUTHORITY

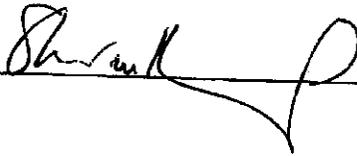
MERSCORP, INC. ("MERS") and its subsidiary, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., Homecomings Financial LLC ("MEMBER") and Morris, Schneider & Prior, LLC ("VENDOR") hereby agree as follows:

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. Homecomings Financial 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.

- 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: 

Title: VICE PRESIDENT

Dated: 4-16-07

**MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.**

By: 

Title: Secretary/Treasurer

Dated: 4-16-07

Homecomings Financial LLC

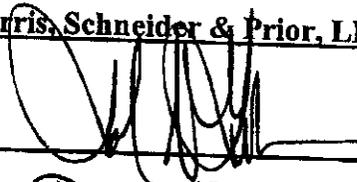


By: Bill Maguire

Title: RFG Servicing Management Officer

Dated: _____

Morris, Schneider & Prior, LLC



By: JOEL FREEDMAN

Title: Partner

Dated: 4/9/2007

CORPORATE RESOLUTION

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

- (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.

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 16 day of March, 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

Morris, Schneider & Prior, LLC.

Mortgage Electronic Registration Systems, Inc.
Certifying Officers

Larry W. Johnson

Joel A. Freedman

Mark A. Baker

Elizabeth S. Blazek

January N. Taylor