

PREPARED BY: CHARITY R. BRIDGEWATER  
NATIONWIDE TRUSTEE SERVICES, INC.  
Substitute Trustee  
1587 Northeast Expressway  
Atlanta, Ga 30329  
PHONE (770) 234-9181 FAX (770) 234-9192

1/21/09 10:15:29  
BK 2,984 PG 310  
DE SOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

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

Loan No. 23104656/Caldwell  
File No.: 348.0809183MS/A

INDEXING INSTRUCTIONS: Lot 20, Phase II, Heritage Hills P.U.D. Subdivision, revised, in Section 26, Township 1 South, Range 8 West, City of Southaven, DeSoto County, Mississippi

## TRANSFER AND ASSIGNMENT OF MORTGAGE

**FOR VALUE RECEIVED** Mortgage Electronic Registration Systems, Inc., as Assignor, has this day transferred sold, assigned, conveyed and set over to U.S. Bank National Association, as Trustee for J.P. Morgan Mortgage Acquisition Corp. 2006-HE2 (JPMAC 2006-HI:2), as Assignee, its successors, representatives and assigns all of the assignor's right, title and interest in and to that certain Mortgage, executed by Willtrail D. Caldwell and Coya Caldwell to Mortgage Electronic Registration Systems, Inc. acting solely as a nominee for Ownit Mortgage Solutions, Inc. its successors and assigns, dated May 12, 2006, and recorded in Book 2,481, Page 447 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.

Our File No.: 348.0809183MS/a  
Lender Loan No.: 23104656

**EXHIBIT "A"**

Lot 20, Phase II, Heritage Hills P.U.D. Subdivision, revised, in Section 26, Township 1 South, Range 8 West, City of Southaven, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 47, Pages 30-31, in the Chancery Clerk's Office of DeSoto County, Mississippi.

A.P.N.# 10872600002000

IN WITNESS WHEREOF, the Assignor has hereunto set its hand and seal this 8<sup>th</sup> day of January, 2009. Effective date January 4, 2009

Mortgage Electronic Registration Systems, Inc.

By: [Signature] (L.S.)  
Title: [Signature]

By: [Signature] (L.S.)  
Title: Assistant Secretary

Corporate Resolution  
attached as Exhibit B

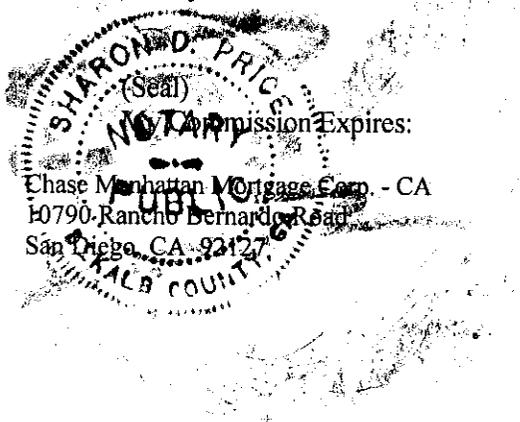
State of Georgia  
County of DeKalb

I Sharon D Price, a Notary Public in and for said State and County hereby certify that January Taylor and Joel Freedman who are Vice President and Assistant Secretary respectively for Mortgage Electronic Registration Systems, Inc. a corporation signed the foregoing conveyance with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity on this day.

Given under my hand this 8<sup>th</sup> day of January, 2009

Sharon D Price  
Notary

Sharon D. Price  
Notary Public, State of Georgia  
DeKalb County  
My Commission Expires Sept. 11, 2012



**AGREEMENT FOR SIGNING AUTHORITY**

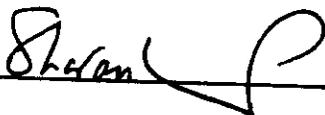
~~MERSCORP, INC. ("MERS") and its subsidiary, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., CHASE HOME FINANCE, LLC ("MEMBER") and MORRIS, SCHNEIDER & PRIOR, L.L.C. ("VENDOR")~~ hereby agree as follows:

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. CHASE HOME FINANCE, 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 Vender 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 Vender to perform its contractual duties to Member, MERS, by corporate resolution, will grant employees of Vender 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 Vender 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 Vender, or any information entered into the MERS® System by or on behalf of Member. Any problems regarding the information or instructions between Member and Vender must be resolved between those two parties.
5. Member and Vender 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 Vender in performing certain duties where Mortgage Electronic Registration Systems, Inc. is the mortgagee of record.
6. Vender 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 Vender, 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: 9-27-07

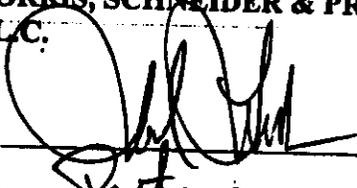
**MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.**

By:   
Title: Secretary/Treasurer  
Dated: 9-27-07

**CHASE HOME FINANCE, LLC**

By:   
Title: Vice President  
Dated: 8/30/07

**MORRIS, SCHNEIDER & PRIOR,  
L.L.C.**

By:   
Title: Partner  
Dated: 9/4/2007

**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.****CORPORATE RESOLUTION**

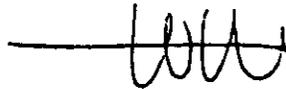
Be it Resolved that the attached list of candidates are employee(s) of Morris, Schneider & Prior, L.L.C., and are hereby appointed as assistant secretaries and vice presidents of Mortgage Electronic Registration Systems, Inc., and as such, are authorized to:

Assign the lien of any mortgage loan registered on the MERS® System that is shown to be registered to Chase Home Finance, L.L.C. or its designee.

Release the lien of any mortgage loan registered on the MERS® System that is shown to be registered to Chase Home Finance, L.L.C. or its designee.

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 Chase Home Finance, L.L.C. , 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 21st day of August, 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

**Morris, Schneider & Prior, LLC**

**Mortgage Electronic Registration Systems, Inc.**  
**Certifying Officers**

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Joel Freedman

Larry Johnson

Mark Baker

January Taylor

Charity Bridgewater

Jay Anderson

Shawn French