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Book 2006 Page 3355 Type 03 001 Pages 5 Date 8/15/2006 Time 3:10 PM Rec Amt \$27.00 Aud Amt \$5.00

MICHELLE UTSLER, COUNTY RECORDER MADISON IOWA

Preparer Information David M. Erickson, 666 Walnut Street, Suite 2500, Des Moines, IA 50309, (515) 288-2500

Individual's Name

Street Address

City

Phone

David M. Erickson ISBA # 001507

WF/Letera

SPACE ABOVE THIS LINE

FOR RECORDER

Address Tax Statements:

Wells Fargo Home Mortgage, Inc One Home Campus Des Moines, IA 50328

WARRANTY DEED (CORPORATE GRANTOR)

For the consideration of One Dollar and other valuable consideration, Wells Fargo Bank, NA. aka "MERS" Mortgage Electronic Registration Systems, Inc. a corporation organized and existing under the laws of Iowa does hereby convey to SFJV 2005, LLC., its successors and assigns the following described real estate in Madison County, Iowa:

The South Half (1/2) EXCEPT the East 119.39 feet thereof, of Out Lot Nine (9) of Loughridge & Cassiday's Addition to the City of Winterset, Madison County, Iowa

The Corporation hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Consideration is less than \$500.00 and granting to a governmental agency therefore no transfer tax, Groundwater Hazard Statement, or Declaration of Value required pursuant to § 428A.2(6), *Iowa Code*.

Dated: 17 , 2006

Wells Eargo Bank, NA, aka "MERS" Mortgage Electronic Registration Systems, Inc.

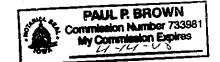
David M. Erickson attorney in Fact, Certifying Officer

STATE OF IOWA, POLK COUNTY, ss:

On this day of August, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared David M. Erickson, to me known, who, being by me duly sworn, did say that he is the fiduciary of the corporation executing the foregoing instrument; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; that David Erickson acknowledged the execution of the instrument to be the voluntary act and deed of the corporation and of the fiduciary, by it, by them and as the fiduciary voluntarily executed.

WHEN FILED RETURN TO
PAUL BROWN
DAVIS LAW FIRM
666 Walnut St. Suite 2500
DES MOINES, IA 50309
(515) 288-2500

Paul P. Brown Notary Public in and for said State



AGREEMENT FOR SIGNING AUTHORITY

tr.

MERSCORP, INC. ("MERS") and its subsidiary, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., Wells Fargo Home Mortgage a Division of Wells Fargo Bank NA ("MEMBER") and Davis, Brown, Koehn, Shors & Roberts, P.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. Wells Fargo Home Mortgage a Division of Wells Fargo Bank NA 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.	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
By:	By:
Title: Vice President	Title: Secretary/Treasurer
Dated: 5 17 00	Dated: 5 17 06
Wells Fargo Home Mortgage a Division	
of Wells Fargo Bank NA	Davis, Brown, Koehn, Shors & Roberts,
Ву: 100 1	By: Duyen
Title: MCE PRESIDENT LOAN DOCUMENTATION	Title: Otton
Dated:	Dated: Squ

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

CORPORATE RESOLUTION

Be it Resolved that the attached list of candidates are employee(s) of Davis, Brown, Koehn, Shors & Roberts, P.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 Wells Fargo Home Mortgage a Division of Wells Fargo Bank NA or its designee;

Release the lien of any mortgage loan registered on the MERS® System that is shown to be registered to Wells Fargo Home Mortgage a Division of Wells Fargo Bank NA 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 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;

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.

I, <u>William C. Hultman</u>, being the <u>Corporate Secretary</u> 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 29th day of June, 2005 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

Davis, Brown, Koehn, Shors & Roberts, P.C.

Mortgage Electronic Registration Systems, Inc. <u>Certifying Officers</u>

David M. Erickson