Docket #0032 Date Filed: 5/20/2013

B104 (FORM 104) (08/07)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)	ADVERSARY PROCEEDING NUMBER (Court Use Only)

PLAINTIFFS	DEFENDANTS
Sharon Jenkins Marion L Jenkins 405 Grant Park Pl-SE 30315 Atlanta, GA	Residential Funding Co. Et AL Case No. 12-12019 (mg) 12-01935 (mg)
ATTORNEYS (Firm Name, Address, and Telephone No.) Pro se 404-397-2228	**ATTORNEYS** (If Known) Morrison + Foerster, LLP 1290 Avenue of Americas New York, New York 10104
PARTY (Check One Box Only) ☒ Debtor ☐ U.S. Trustee/Bankruptcy Admin ☐ Creditor ☐ Other ☐ Trustee	**PARTY** (Check One Box Only) ☐ Debtor ☐ U.S. Trustee/Bankruptcy Admin ☒ Creditor ☐ Other ☐ Trustee

CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED)
No Valid assignment; SEE corrective assignment of a corrective assignment; Alonge To Note signature seems copied or pasted; Action to declare lien and encumbrance invalid per section 506A; 1328b Y2) SEE Exhibits "A", "B" and "C" Attached

NATURE OF SUIT

(Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)

FRBP 7001(1) – Recovery of Money/Property
- ☒ 11-Recovery of money/property - §542 turnover of property
- ☐ 12-Recovery of money/property - §547 preference
- ☒ 13-Recovery of money/property - §548 fraudulent transfer
- ☐ 14-Recovery of money/property - other

FRBP 7001(2) – Validity, Priority or Extent of Lien
- ☐ 21-Validity, priority or extent of lien or other interest in property

FRBP 7001(3) – Approval of Sale of Property
- ☐ 31-Approval of sale of property of estate and of a co-owner - §363(h)

FRBP 7001(4) – Objection/Revocation of Discharge
- ☐ 41-Objection / revocation of discharge - §727(c),(d),(e)

FRBP 7001(5) – Revocation of Confirmation
- ☐ 51-Revocation of confirmation

FRBP 7001(6) – Dischargeability
- ☐ 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims
- ☐ 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud
- ☐ 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny

(continued next column)

FRBP 7001(6) – Dischargeability (continued)
- ☐ 61-Dischargeability - §523(a)(5), domestic support
- ☐ 68-Dischargeability - §523(a)(6), willful and malicious injury
- ☐ 63-Dischargeability - §523(a)(8), student loan
- ☐ 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support)
- ☐ 65-Dischargeability - other

FRBP 7001(7) – Injunctive Relief
- ☐ 71-Injunctive relief – imposition of stay
- ☐ 72-Injunctive relief – other

FRBP 7001(8) Subordination of Claim or Interest
- ☐ 81-Subordination of claim or interest

FRBP 7001(9) Declaratory Judgment
- ☐ 91-Declaratory judgment

FRBP 7001(10) Determination of Removed Action
- ☐ 01-Determination of removed claim or cause

Other
- ☐ SS-SIPA Case – 15 U.S.C. §§78aaa *et seq.*
- ☐ 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)

☐ Check if this case involves a substantive issue of state law	☐ Check if this is asserted to be a class action under FRCP 23
☒ Check if a jury trial is demanded in complaint	Demand $ 20,000,000
Other Relief Sought: Injunction to prohibit foreclosure of property at 405 Grant Park Pl-SE Atl. GA 30315	

1212020130521000000000002

B104 (FORM 104) (08/07), Page 2

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR Residential Capital, LLC, et al	BANKRUPTCY CASE NO. 12-12020 (mg)	
DISTRICT IN WHICH CASE IS PENDING Southern District of New York	DIVISION OFFICE	NAME OF JUDGE Martin Glenn
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF Marion L Jenkins and Sharon Jenkins	DEFENDANT Residential Funding Co, LLC et al	ADVERSARY PROCEEDING NO. 12-01935(mg)
DISTRICT IN WHICH ADVERSARY IS PENDING Southern District of New York	DIVISION OFFICE	NAME OF JUDGE Martin Glenn
SIGNATURE OF ATTORNEY (OR PLAINTIFF) 405 Grant Park Pl. Se Atlanta, GA 30315 404-397-2228 Marion L Jenkins pro se Sharon Jenkins pro se		
DATE 5/16/2013	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Marion L Jenkins Sharon Jenkins	

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 104, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 104 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

MARION L. JENKINS,
405 GRANT PARK PLACE
ATLANTA, GA 30315
AND
SHARON JENKINS
405 GRANT PARK PLACE
ATLANTA, GA 30315

Plaintiff,

vs.

RESIDENTIAL FUNDING COMPANY LLC
8400 NORMANDALE LAKE BLVD SUITE 350
MINNEAPOLIS, MN 55437
AND
MORTGAGE LENDERS NETWORK, USA INC
MIDDLESEX CORPORATE CENTER
213 COURT STREET 11TH FLOOR
MIDDLETOWN, CT 06457
AND
SHAPIRO & SWERTFEGER, LLP
BUKE BUILDING SUITE 100
2872 WOODCOCK BOULEVARD
ATLANTA, GEORGIA 30341
AND

ADVERSARY CASE NO: _____

Case No.: 12-12019-mg

Case No. 12-12020 (MG)

Action to Declare Security Deed, Lien, Assignments and Encumbrance Invalid; Secs. 506(a); 1322(b)(2); and America's Servicing Company, Mortgage Electronic Registration System and US Bank National Association as Trustee for RASC 206-EMX4 Had no interest in the property at the time it initiated its foreclosure proceedings; NO VAILD ASSIGNMENT. - 1

JACK L. SWERTFEGER JR.
AND
GERALD M. SHAPIRO
AND
AMERICA'S SERVICING COMPANY
AND
MORTGAGE ELECTRONIC REGISTRATION SYSTEM
AND
US BANK NATIONAL ASSOCIATION AS TRUSTEE
FOR RASC 2006-EMX4
And
EMAX FINANCIAL GROUP LLC
AND
MICHELE MORALES
AND
JUDY FABER, VICE PRESIDENT
U.S. BANK NATIONAL ASSOCIATION

Defendant

ADVERSARY COMPLAINT TO DECLARE SECURITY DEED, ASSIGNMENT, LIEN AND ENCUMBRANCE INVALID; SECS 506(A); 1233(B)(2); AND AMERICA'S SERVICING COMPANY, MORTGAGE ELECTRONIC REGISTRATION SYSTEM AND US BANK NATIONAL ASSOCIATION AS TRUSTEE FOR RASC 2006-EMX4 HAD NO INTEREST IN THE PROPERTY AT THE TIME IT INITIATED ITS FORECLOSURE PROCEEDINGS; NO VALID ASSIGNMENT

Action to Declare Security Deed, Lien, Assignments and Encumbrance Invalid; Secs. 506(a); 1322(b)(2); and America's Servicing Company, Mortgage Electronic Registration System and US Bank National Association as Trustee for RASC 2006-EMX4 Had no interest in the property at the time it initiated its foreclosure proceedings; NO VAILD ASSIGNMENT. - 2

COMES NOW, Marion L. Jenkins, and Sharon Jenkins Plaintiff's in the above and foregoing matter and respectfully complains of the defendants as follows:

1. Plaintiff Marion L. Jenkins and Sharon Jenkins (hereinafter "Jenkins") is a natural person residing at 405 Grant Park Place Atlanta, GA 30315 ("the property"). They filed this Adversary Complaint under the bankruptcy code.
2. The precipitating event for fäing the Adversary Complaint is a dispute with a mortgagee, as set forth herein, which he and his wife had been attempting to resolve without the assistance of an attorney.
3. Venue of the bankruptcy case is appropriate in this court pursuant to 28 USC 1408. Venue of the instant complaint is appropriate pursuant to 28 USC 1409.
4. This Court has jurisdiction of the bankruptcy case and this complaint pursuant to 28 USC 1334.
5. This is a core proceeding within the meaning of that statute, and the court has jurisdiction to enter a final judgment. In the event that any claim is determined to be non-core, the Plaintiff assents to entry of final judgment by the Bankruptcy Court.
6. Plaintiff brings this action to determine the status of the Defendant as a secured or unsecured creditor on their real estate property located at 405 Grant Park Place Atlanta, Georgia 30315.
7. Upon information and belief, Defendant Residntial Funding Company LLC is part of GMAC Mortgage Group, is in the business of acquiring residential mortgages, home equity loans, and lines of credit originated by other mortgage banks and financial institutions. Their mailing address is 8400 Normandale Blvd Ste 250 Minneapolis, MN 55437.

Action to Declare Security Deed, Lien, Assignments and Encumbrance Invalid; Secs. 506(a); 1322(b)(2); and America's Servicing Company, Mortgage Electronic Registration System and US Bank National Association as Trustee for RASC 2006-EMX4 Had no interest in the property at the time it initiated its foreclosure proceedings; NO VAILD ASSIGNMENT. - 3

8. Upon information and belief, Defendant Mortgage Lenders network, USAInc., is engage in originating and servicing Alt-A/non-conforming and conforming mortgage and home equity loans for subprime mortgage brokers and bankers in the United States. The Company has strategic partnership with GMAC Residential Funding Corporation. The company was founded in 1996 and is headquartered in Middletown, Connecticut with regional wholesale offices in Alpharetta, Georgia. They can be served at 213 Court Street Middlesex Corporate Center 11 Floor Middletown, CT 06457.

9. Jack L. Swertfeger Jr., and Gerald M. Shapiro of SHAPIRO & SWERTFEGER, LLP is an Atlanta based Default Services Law Firm whose practice is Georgia Real Estate Law. SHAPIRO & SWERTFEGER, LLP filed a illegal foreclosure against Plaintiffs and know it to be fraudulent. Theycan be served at 2872 Woodcock Boulevard Atlanta, Georgia 30341.

10. Mortgage Electronic Registration System (MERS)is an American privately held company that operates an electronic registry designed to track servicing rights and ownership of mortgage loans. MERS is owned by Holding Company MERSCORP, Inc., and can be serviced in Reston Virginia.

11. Upon information and belief, Defendant U.S. Bank National Association is a national Bank with a mailing address at Two James Center 1021 E. Cary Street 18th Floor Richmond, VA 23219.

FACTUAL ALLEGATIONS

12. The Plaintiffs Marion L. Jenkins, and Sharon Jenkins first acquired the property, individually, in February 2006.

13. Mortgage Electronic Registration System, Inc. acting solely as a nominee for Lender and Lender's successor and assigns, was the grantee under the Security Instrument.

14. The Plaintiff signed an Adjustable Rate note with MORTGAGE LENDERS NETWORK USA INC at a rate of 6.95%.

15. Allonge to Note dated March 30, 2006, in favor of MORTGAGE LENDERS NETWORK AND pay to the order of RESIDENTIAL FUNDING CORPORATION without recourse, signed by Michele Morales Manager of Sales and Acquisitions for Emax Financial Group, LLC. Then it was Pay to the order of U.S. Bank National Association as Trustee without recourse by Judy Faber, Vice President.

16. In 2010, a CORRECTIVE ASSIGNMENT OF A CORRECTIVE ASSIGNMENT OF SECURITY DEED mortgage was assigned to US Bank, N.A. RASC 2006EMX4 by assignment recorded in the Fulton County Registry of Deeds at book 42244 page 433 by Ricky L. Thompson, and Julia Ann Prieto both alleged ROBO Signers.

17. In October 2012 Mortgage Electronic Registration System Inc, caused a Corporate Assignment of mortgage/Security Deed to be recorded at book 42244, Page 433, and Deed Book 47377, Page 42, purported to assign the mortgage to "US Bank, N.A. NRASC 2006-EMX4.

18. In November 2008, Karen Fonda of SHAPIRO & SWERTFEGER caused another Corporate Assignment to be recorded at book 47377 page 42, to US Bank National Association as Trustee by Residential Funding Company,LLC fka Residential Funding Company. This is a fraudulent Corporate Assignment signed by Philip A. Hasty and Kathy Krueger. They are Robo signers and their signatures are fakes.

19. Plaintiff never received any Notice from America's Servicing Company stating that they were the new servicing company of Plaintiff's Mortgage. Plaintiff

Action to Declare Security Deed, Lien, Assignments and Encumbrance Invalid; Secs. 506(a); 1322(b)(2); and America's Servicing Company, Mortgage Electronic Registration System and US Bank National Association as Trustee for RASC 2006-EMX4 Had no interest in the property at the time it initiated its foreclosure proceedings; NO VAILD

send server letters to America's Servicing Company requesting that they verify there authority to demand payment. They never responded back to Plaintiffs request for verification.

20. On or about March 22, 2012, Plaintiff mailed a certified qualified written request under the Real Estate Settlement Procedures Act to Americas Servicing Company again demanding that they respond to the first request. After 90 days had passed Plaintiff received the package from ACS.

21. Plaintiff and his wife contacted ACS, Wells Fargoon numerous occasions thereafter in order to try to resolve the dispute. Various representatives of ACS and Wells Fargo gave them conflicting information, stating, for example, that the payoff amount of the loan was $500,000, and that the monthly payment on the mortgage was $4,000. Plaintiff found this to be incredible, give that they had a fixed rate note.

22. During all of these discussion with representatives of Wells Fargo and America's Servicing Company SHAPIRO & SWERTFEGER, LLP was proceeding with foreclosure activities.

23. As noted above, SHAPIRO & SWERTFEGER, LLP was proceeding implacably to foreclose, notwithstanding that Plaintiff and his wife attempted to enlist SHAPIRO & SWERTFEGER'S ASSISTANCE IN RESOLVING THE PROBLEM. They refused to discuss the problem with them and told us that they we had to call America's Servicing Company or Wells Fargo Bank.

24. America's Servicing Company never provided Plaintiff with any information validating the amount claimed as due.

Action to Declare Security Deed, Lien, Assignments and Encumbrance Invalid; Secs. 506(a); 1322(b)(2); and America's Servicing Company, Mortgage Electronic Registration System and US Bank National Association as Trustee for RASC 2006-EMX4 Had no interest in the property at the time it initiated its foreclosure proceedings; NO VAILD ASSIGNMENT. - 6

25. Upon information and belief, America's Servicing Company and Wells Fargois the recipient of federal funds intended to benefit Plaintiff, and individuals like them, who need to modify their mortgages in order toremain in their home.

26. The Defendants continue their alleged securitization through a fraudulent scheme by way of presenting a prima facie appearance before the court with propertied fraudulent Assignments recorded at the Fulton County registrars office. Plaintiffs further believe through available and discerned information that the Defendants employed "Robo Signers to effectuate this by recording false and fabricated "Assignments (3 in total).

27. The ordeal in dealing with Defendants and the incident of theforeclose sale has caused Plaintiff to suffer emotional distress in the nature of loss of sleep, anxiety and fear over losing their home. This distress is outrageous and should not be tolerated in a civilized society.

28. As a law firm, SHAPIRO & SWERTFEGER, JACK SWERTFEGER JR AND GERALD M. SHAPIOR has an obligation not to conduct foreclosure sales without verifying the factual allegation of its client. They failed to do so, and in fact may have contributed to the problem by recording the Assignment notwithstanding the prior assignments.

29. The various Corrective Assignment of a Corrective Assignment of Security Deed are conflicting in that they do not disclose a clear and unambiguous title to the mortgage in Residential Funding Company to America's Servicing Copany or any other entity. Absent a clear and unambiguous title, it is doubtful that SHAPIRO & SWERTFEGER, LLP could have foreclosed lawfully, as it is unlawful in Georgia for a foreclosure to be conducted by an entity with no title to the mortgage.

Action to Declare Security Deed, Lien, Assignments and Encumbrance Invalid; Secs. 506(a), 1322(b)(2), and America's Servicing Company, Mortgage Electronic Registration System and US Bank National Association as Trustee for RASC 206-EMX4 Had no interest in the property at the time it initiated its foreclosure proceedings; NO VAILD

30. SHAPIRO & SWERTFEGER, as the agent of the Defendants, had a legal duty to refrain from foreclosing while a HAMP Modification was in process.

31. Based on all of the foregoing Plaintiff avers that they have been damaged.

WHEREFORE Plaintiff requests relief:

(a) Enjoin the Defendants, jointly and severally, from any action foreclosing on Plaintiff's property, such as by executing a Power of Sale, a deed, or any other act of that nature;

(b) Ordering the Defendants to provide Plaintiff with an accounting;

(c) If Plaintiff in fact is in default other than becausee of Defendants having refused to accept payments, ordering specific performance by America's Servicing Company, Wells Fargo and Shapiro & Swertfeger of its contractual obligation to enter in to a loan modification;

(d) In the event that the Defendants are unable to prove their title to the mortgage, a declaration that the mortgage is null and void;

(e) Monetary damages in the amount of $10,000.000 million dollars; and

(f) Such other relief as to the court seems meet and just.

Dated this 5/16/2013



MARION L. JENKINS PRO SE
WITHOUT PREJUDICES



SHARON B. JENKINS PRO SE
WITHOUT PREJUDICES

Nm:GOD(1471105), Rq:344.1

Exhibit A

Return to:
Shapiro & Swertfeger
2872 Woodcock Boulevard
Suite 100
Atlanta, GA 30341

Deed Book 50497 Pg 240
Filed and Recorded Oct-19-2011 07:35am
2011-0280173
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

Document drafted and prepared by:
Rhea Kilgore
When Recorded Return to:

Wells Fargo Home Mortgage
PO Box 1629, #9999-018
Minneapolis, MN 55440-9790

MIN: 100261030300542569
MERS Phone 1-888-679-6377

PLEASE CROSS REFERENCE TO
Deed Book 42244 Page 433
and 49414 381

07-4320 kmm

(Space above this line for county recorder use only)

CORRECTIVE ASSIGNMENT OF A CORRECTIVE ASSIGNMENT OF SECURITY DEED

To Amend, Correct, and Replace Corrective Assignment of Security Deed Dated July 7, 2010; Recorded on October 1, 2010 as Document Number 2010-0356139, Book 49414, Page 381. Amending, Correcting and Replacing assignee name between Mortgage Electronic Registration Systems, Inc., assignor, to US Bank, N.A. N RASC 2006-EMX4.

For value received, **Mortgage Electronic Registration Systems, Inc., (MERS) as nominee for Mortgage Lenders Network USA, Inc.,** its successors and assigns, herein "Assignor", whose address is PO Box 2026, Flint, MI 48501-2026, the undersigned hereby grants, assigns, and transfers to:

U.S. Bank, National Association, as Trustee for RASC 2006-EMX4
4801 Frederica Street, Owensboro, KY 42301

herein "Assignee" its successors and/or assigns, all its right, title, and all beneficial interest under that certain Security Deed, herein "Security Instrument" executed by Sharon Jenkins Marion L Jenkins, dated February 28, 2006, in the amount of $300,000.00 and given to Mortgage Electronic Registration Systems, Inc., (MERS) as nominee for Mortgage Lenders Network USA, Inc. and recorded on March 29, 2006 as Document or Instrument Number 2006-0095865 and/or in Book 42244, Page 433, of Official Records in the County Recorder's office of Fulton County, Georgia, describing land therein as:

Property Address: 405 Grant Park Place, Atlanta, Georgia 30315
Parcel ID #: 14-0043-0006-013-7
Legal Description: See Attached

Signed this 9-1-2011

Witness: Julie Ann Prieto

Witness:

Mortgage Electronic Registration Systems, Inc.

Ricky L. Thompson
Assistant Secretary

Attested by: Kathleen Everson
Assistant Secretary

GEORGIA ALL PURPOSE NOTARY ACKNOWLEDGEMENT

STATE OF MINNESOTA)
COUNTY OF DAKOTA)

On this 9-1-2011 before me, Angela Marie Williams personally appeared: Ricky L. Thompson, Assistant Secretary, Mortgage Electronic Registration Systems, Inc., and Kathleen Everson, Assistant Secretary, Mortgage Electronic Registration Systems, Inc., ☐ 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 signatures 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.

Notary: Angela Marie Williams
My Commission Expires: 1-31-2012

ANGELA MARIE WILLIAMS
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2012

Exhibit "B"

Deed Book 49414 Pg 381
Filed and Recorded Oct-01-2010 11:47am
2010-0356139
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

PREPARED BY AND
RETURN TO:
Attn: Rebekah Smith
SHAPIRO & SWERTFEGER, LLP
2872 Woodcock Boulevard
Suite 100
Atlanta, GA 30341
(770) 220-2535

PLEASE CROSS REFERENCE TO Deed Book **42244**, Page **433**, and **Deed Book 47377, Page 42**

STATE OF Georgia
COUNTY OF DeKalb

Jenkins, Sharon and Marion
FILE #: 07-4320

CORRECTIVE ASSIGNMENT

FOR VALUE RECEIVED, **Mortgage Electronic Registration Systems, Inc.**, assignor, hereby transfers, assigns, sells, conveys and delivers to **US Bank, N.A. N RASC 2006-EMX4** , hereinafter refetred to as Assignee (whose address is **3476 Stateview Boulevard, Fort Mill, SC 29715**) a certain Deed to Secure Debt dated **February 28, 2006,** between **Sharon Jenkins and Marion L. Jenkins** (grantor) and **Mortgage Electronic Registration Systems, Inc.** (grantee), said Deed being recorded in Deed Book **42244,** Page **433, FULTON** County, Georgia Records, together with the note and the debt evidenced thereby which the said Deed was given to secure; and does hereby deed, grant, bargain, sell and convey to the said Assignee all of the property in the said Deed described, together with all the rights, powers and privileges therein contained in as full, ample and complete manner as the undersigned is authorized to exercise the same.

This instrument is executed for the purpose of correcting a prior assignment from **Mortgage Electronic Registration Systems, Inc.** to **US Bank National Association as Trustee by Residential Funding Company, LLC fka Residential Funding Company Attorney in Fact**, dated **September 2, 2008**, wherein the name of the Assignee was incorrect and recorded in Deed Book **47377**, Page **42**, in **FULTON** County, Georgia records.

This assignment is made without warranty or recourse upon the Assignor, its successors or assigns.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized corporate officers and its corporate seal to be affixed as of **July 7, 2010.**

Mortgage Electronic Registration Systems, Inc.

Signed and delivered
in the presence of:

(1) _____
(Unofficial Witness)

(2) _____
Notary Public
My Commission Expires: May 22, 2012
NOTARY SEAL

By: _____
Philip A. Hasty, Vice President

Attest: _____
Kathy Krueger, Asst. Secretary

SHANNA JOHNSON NOTARY PUBLIC GWINNETT COUNTY GEORGIA EXPIRES MAY 22, 2012

EXHIBIT "C"

ALLONGE TO NOTE

Date of Allonge: 3/30/2006

Loan #:

Note Date: 2/28/2006

Loan Amount: $300,000.00

Property Address: 405 GRANT PARK PLACE
ATLANTA, GA 30315

In favor of: Mortgage Lenders Network, USA, Inc.

And Executed by: SHARON JENKINS
MARION JENKINS

Pay to the order of
Without recourse: RESIDENTIAL FUNDING CORPORATION

By: _____

Name: Michele Morales
Manager of Sales and
Acquisitions
Emax Financial Group, LLC

PAY TO THE ORDER OF
U.S Bank National Association as Trustee
WITHOUT RECOURSE
Residential Funding Corporation
By _____
Judy Faber, Vice President