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### ASSIGNMENT OF MORTGAGE

THIS **ASSIGNMENT OF MORTGAGE** ("Assignment"), dated as of \_\_\_\_\_, \_\_\_\_\_, is between \_\_\_\_\_, as assignor ("Lender") and **Mortgage Electronic Registration Systems, Inc.** ("MERS," as hereinafter further defined) and conveys a certain Mortgage granted by \_\_\_\_\_ ("Borrower") to Lender dated \_\_\_\_\_, \_\_\_\_\_.

Lender hereby assigns and conveys all of its right, title, and interest in the Mortgage to MERS, in its capacity as Nominee (as hereinafter defined) for Lender. This assignment is for the benefit of Lender, its successors and assigns, all as more fully defined herein.

MERS authority to act on behalf of Lender, its successors and assigns, is pursuant and subject to the MERS Rules. Without limiting the foregoing, MERS has the actual authority to act on Lender's behalf with respect to the matters described herein and the actions described in MERS Rule 2, a copy of a portion of which is attached hereto as Exhibit A.

### NOTICE

**ANY NOTICE TO THE MORTGAGEE REQUIRED OR PERMITTED TO BE GIVEN UNDER OR RELATED TO THE MORTGAGE DESCRIBED HEREIN SHOULD BE DIRECTED TO MERS AT THE ADDRESS PROVIDED BELOW.**

### DEFINITIONS:

As used in this Assignment, the following words have the following meanings. Capitalized terms used in this Assignment without definition have the meaning set forth in the Mortgage.

"Mortgage" means the mortgage assigned hereunder, namely that certain Mortgage, dated \_\_\_\_\_, \_\_\_\_\_, from Borrower to Lender and recorded in the \_\_\_\_\_ County, Maine, Registry of Deeds, in book/volume number \_\_\_\_\_, at page number \_\_\_\_\_.

"MERS" means Mortgage Electronic Registration Systems, Inc., a Delaware corporation and wholly-owned subsidiary of MERSCORP Holdings, having an address at P.O. Box 2026, Flint, MI, 48501-2026, (tel.) 888-679-MERS.

"MERS Rules" means the MERS System Rules of Membership, to which Lender has assented and by which Lender is bound as a contract.

“MERS System” means the mortgage electronic registry owned and operated by MERSCORP Holdings created under a system of contractual rules by its members, which Lender has joined, that tracks changes in loan servicing and Note ownership rights for registered mortgage loans as reported by MERS System members. By virtue of this Assignment, the Mortgage and Note have become a registered mortgage loan.

“Nominee” means and refers to MERS as agent for Lender and any successors and assigns of Lender who (a) is a transferee or holder of the Note, and (b) is a member of the MERS System (“Covered Successors”). The MERS Rules also provide that any Covered Successor expressly appoints MERS to serve as its agent under the MERS Rules. As Nominee, MERS has all the rights, duties, powers and authorities to act for Lender and any Covered Successors, as granted under the MERS Rules, a copy of a portion of which is attached hereto.

IN WITNESS WHEREOF, Lender has caused this Assignment to be executed and delivered by \_\_\_\_\_, its duly authorized \_\_\_\_\_, as of the date above first written.

LENDER NAME: \_\_\_\_\_

BY: (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_ [Space Below This Line For Acknowledgment] \_\_\_\_\_

## EXHIBIT A - COPY OF PORTION OF MERS SYSTEM OF RULES

### RULE 2 - REGISTRATION ON THE MERS® SYSTEM

Section 6. (a) MERS shall act as the Nominee of the Note Owner and the Note Owner's successors and/or assigns, including the Note Holder with respect to each MERS Loan that a Member registers on the MERS® System. Each Member affiliated with a MERS Loan agrees and acknowledges that when MERS is identified as Nominee of the "lender and lender's successors and assigns" in the Security Instrument, MERS as Nominee is the Mortgagee of Record in the Security Instrument for and on behalf of the Note Owner and/or the Note Holder.

(b) Notwithstanding anything to the contrary in these Rules, and without limiting any authority granted in a Mortgage made directly to MERS as the Mortgagee of Record, as Nominee, with respect to any Mortgage that is subsequently assigned by a Mortgagee of Record and Note Owner to MERS as Nominee:

- (i) MERS is expressly appointed as agent for: (1) such Mortgagee of Record and such Mortgagee of Record's successors and/or assigns, and their successors and assigns, and (2) the Note Owner and the Note Owner's successors and/or assigns, including the Note Holder, and their successors and assigns, with the power and authority to exercise the rights and duties of such Mortgagee of Record, Note Owner or Note Holder, to:
  - (1) receive any and all notices required or permitted to be given to or received by a mortgagee under a MERS Loan, Mortgage, Security Instrument, or applicable law;
  - (2) assign and convey (including recording any assignment) all right, title and interest in the Mortgage, for and on behalf of such Mortgagee of Record, Note Owner, or Note Holder;
  - (3) release, in whole or in part, any property covered by the Mortgage, and to record any such release; and
  - (4) discharge the Mortgage and to record any such discharge.
- (ii) Any Member who executes and records (or causes to be recorded) an assignment of Mortgage or Security Instrument to MERS as Nominee intends to appoint MERS as its agent to execute and record such documents and instruments as it may deem necessary or proper pursuant to the agency granted herein.
- (iii) MERS shall have such other and further authority as an agent with respect to a Mortgage assigned as described in Subsection 6(b) of this Rule as may now or hereafter be provided in these Rules with respect to MERS Loans generally.
- (iv) As otherwise provided in these Rules, the agency granted under Subsection 6(b)(i) of this Rule is granted by and for the sole benefit of Members. Upon transfer of any MERS Loan to a person who is not a Member, MERS, acting on behalf of the selling Member, shall assign the related Mortgage or Security Instrument in question to such non-member and record such assignment.

(c) In the absence of contrary instructions from the Note Owner, the MERS Entities may rely on instructions from the Servicer or Subservicer shown on the MERS® System in accordance with these Rules and the Procedures with respect to transfers of legal title of the Note or Mortgage, transfers

of contractual servicing rights, and releases of any security interests applicable to such mortgage loan. The Note Owner may give instructions that are contrary to those provided by the Servicer and/or the Subservicer that shall supersede all previous instructions by any other Member; provided, however, the Note Owner must deliver such contrary instructions to MERSCORP, and the MERS Entities may each rely on such instructions until receipt of further instructions from the Note Owner.

(d) If the Note Owner or Investor is involved in a dispute with their Servicer, Subservicer, or warehouse lender, the Members involved shall engage in a good-faith effort to resolve the dispute between the parties. If unable to do so, the Note Owner/Investor may notify MERSCORP regarding activity on the disputed Mortgage Identification Number(s) ("MIN"(s)), and upon providing proof of ownership, may request that MERSCORP (i) process a transfer transaction or (ii) correct the registration for the disputed MIN(s).

(e) Any Member who purchases any right in a MERS Loan shall, by virtue of such purchase, be deemed to have assented to the terms of this Section 6.