Inst: 299592 Date: 08/09/2011 Time: 03:59 PM Doc Stamp-Deed: \$337.40 DRICHARDSON

DC, Brent Thurmond, WAKULLA County B: 858 P: 748 - 756

Consideration: \$48,199,00

This document prepared by:

Premium Title Services

2002 Summit Blvd Ste 600

Atlanta GA. 30319

And after recording return to:

Name:

Sherry Fordhamv

Stewart Title

3301 Thomasville Rd, # 202,

Firm

Tallahassee,

Tallahassee, FL 32308

Phone:

(850) 422-2960 70990064

Asset No. File No.

AM1101-FL-127896

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# SPECIAL WARRANTY DEED AND SUPPORTING AFFIDAVIT OF POWER OF ATTORNEY

# STATE OF FLORIDA COUNTY OF Wakulla

64 Cloer Lane CRAWFORDVILLE, FL. 32327

WITNESSETH, that the Grantor, for and in consideration for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt whereof is hereby acknowledged, hereby grants, bargains, and sells unto the Grantee, and Grantee's successors, heirs, and assigns forever, all that certain parcel of land in the County of Wakulla, State of Florida, to wit:

#### SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

PARCEL ID #: 00-00-078-013-10745-000

Located at 64 Cloer Lane, Crawfordville, FL 32327

TOGETHER, with all of the tenements, hereditaments and appurtenances thereto, belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons claiming by, through or under said Grantor but against none other.

B: 858 749, Instrument Number: 299592

In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Milenri Figueroa

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR THE REGISTERED HOLDERS OF MORGAN STANLEY ABS CAPITAL 1 INC. TRUST 2007-NC3 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-NC3 by Ocwen Loan Servicing, LLC as Attorney-In-Fact

**Print Name** 

Christine Figueroa

**Print Name** 

BY

Robert Kaltenbach, Senior Manager of Ocwen Span Servicing, LLC, as Attorney-in-Fact Address: 12001 Science Drive, Suite 110B, Orlando, FL 32826

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 3rd 2011.

August

by

Robert Kaltenbach, Senior Manager
of Ocwen Loan Servicing, LLC as Attorney-in-Fact for DEUTSCHE BANK NATIONAL TRUST COMPANY, AS
TRUSTEE FOR THE REGISTERED HOLDERS OF MORGAN STANLEY ABS CAPITAL 1 INC. TRUST 2007-NC3 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-NC3, who is personally known to me or who has produced as identification and who did / (did not) take an oath.



2011,

**CHRISTINE M. FIGUEROA** Notary Public - State of Florida My Comm. Expires Aug 25, 2013 Commission # DD 919941

(Notarial Seal)

**Notary Public** 

Christine Figueroa

**Printed Name** 

My Commission Expires: 8/25/2013 B: 858 P: 750, Instrument Number: 299592

STATE OF FLORIDA COUNTY OF ORANGE

Before me this <u>3rd</u> day of <u>August</u> of 2011, appeared the aforesaid Attorney-in-Fact, who swore or affirmed that: (1) the power of attorney given to the aforementioned Attorney-in-Fact and used herein to convey title is recorded at O.R. Book \_\_\_\_\_\_\_, Rage \_\_\_\_\_\_\_, Public Records of Wakulla County, Florida; and (2) the undersigned Attorney in Fact has no knowledge or notice of termination or revocation of said Power of Attorney and that it remains in full force and effect.

Printed Name: Robert Kaltenbach, Senior Manager of Ocwen Loan Servicing, LLC, as Attorney-in-Fact

Sworn or affirmed and subscribed to before me, this same date as immediately hereinabove acknowledged, by the said authorizing officer of Ocwen Loan Servicing, LC as Attorney-in-Fact for DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR THE REGISTERED HOLDERS OF MORGAN STANLEY ABS CAPITAL 1 INC. TRUST 2007-NC3 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-NC3, who is personally known to me or who produced the same identification as immediately hereinabove noted in the acknowledgment.



(Notarial Seal)

Notary Public

Christine Figueroa

Printed Name

My Commission Expires: 8/25/2013

B: 858 P: 751, Instrument Number: 299592

### **EXHIBIT "A"**

AM1101-FL-127896

Lots 22 and 23, Block "A," MAGNOLIA GARDENS, a subdivision As per map or plat thereof recorded in Plat book 1, page 37 of the public Records of Wakulla County, Florida.

Parcel ID No.: 00-00-078-013-10745-000

858 P: 752, Instrument Number: 299592

Record/Return to: Ocwen Loan Servicing, LLC 1661 Worthington Rd, Suite 100 West Palm Beach, FL 33409

CFN 20100379999
OR BK 24122 PG 0801
RECORDED 10/07/2010 12:39:03
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0801 - 805; (5pgs)

POA 2199

#### LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank National Trust Company, a national banking association organized and existing under the laws of the United States and having its principal place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, as Trustee (the "Trustee") pursuant to the Pooling and Servicing Agreement referenced on Exhibit A (the "Agreements") by and among Morgan Stanley ABS Capital I Inc., as depositor, Wells Fargo Bank, National Association, as master servicer and securities administrator, Saxon Mortgage Services, Inc., as Servicer, and Deutsche Bank National Trust Company as Trustee, hereby constitutes and appoints the Servicer, by and through the Servicer's officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans serviced by the Servicer pursuant to the Agreements solely for the purpose of performing such acts and executing such documents in the name of the Trustee necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust" respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various certificate holders (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which Ocwen Loan Servicing LLC is acting as the Sub-Servicer.

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreement shall be construed to the contrary:

- The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is solely for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued; provided that (i) said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured and (ii) otherwise conforms to the provisions of the Agreement.
- The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.
- The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
- 4. The completion of loan assumption agreements.
- The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
- The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.

B:

- **7**. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
- With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, 8. cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
  - the substitution of trustee(s) serving under a Deed of Trust, in accordance with **a**. state law and the Deed of Trust;
  - the preparation and issuance of statements of breach or non-performance; b.
  - C.
  - the preparation and filing of notices of default and/or notices of sale; the cancellation/rescission of notices of default and/or notices of sale; d.
  - the taking of deed in lieu of foreclosure; and 8.
  - f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e. above.
- With respect to the sale of property acquired through a foreclosure or deed-in lieu of 9. foreclosure, including, without limitation, the execution of the following documentation:
  - a. listing agreements:
  - b. purchase and sale agreements;
  - grant/warranty/quit claim deeds or any other deed causing the transfer of title of C. the property to a party contracted to purchase same;
  - d. escrow instructions; and
  - e. any and all documents necessary to effect the transfer of property.
- The modification or amendment of escrow agreements established for repairs to the 10. mortgaged property or reserves for replacement of personal property.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall be effective as of the Closing Date for each respective deal listed in Exhibit A.

This appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Servicer to the Trustee under the Agreement, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Deutsche Bank National Trust Company except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of Deutsche Bank National Trust Company or Bankers Trust Company of California, N.A., then the Servicer shall promptly forward a copy of same to the Trustee.

B:

This limited power of attorney is not intended to extend the powers granted to the Servicer under the Agreement or to allow the Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreement.

The Servicer hereby agrees to indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by the Servicer of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or removal of the Trustee under the Agreement.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, Deutsche Bank National Trust Company, as Trustee has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this \_\_\_\_\_\_ day of \_\_\_\_\_ 2010.

Deutsche Bank National Trust Company, formerly known as Bankers Trust Company of California, N.A., as Trustee Witness: Che Printed Name: Witness Printed Name: Name Title: Authorized Signer Acknowledged and Agreed Ocwen Loan Servicing LLC Name: SCOTT W. ANDERSON

STATE OF CALIFORNIA COUNTY OF ORANGE

02867.001 #92035

On before me, the undersigned, a Notary Public in and for said state, personally appeared of Deutsche Bank National

Trust Company, as Trustee for all securitizations listed on attached Exhibit A, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.

Title: EVP RESIDENTIAL SERVICING

(SEAL)

Notary Public, State of California

02867.001 #92035

See altached!

B: 858 P: 755, Instrument Number: 299592

State of California County of Orange ss.

On <u>September 28, 2010</u> before me, <u>Ann Phung</u>, Notary Public, personally appeared <u>Alice Tatusian</u>, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signatures on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

ANN PHUNG
Commission # 1863282
Notary Public - CaliforniaOrange County
My Comm. Expires Aug 30, 2013

B: 858 P:756, Instrument Number: 299592

## Schedule "A"

Morgan Stanley ABS Capital I Inc. Trust 2007-NC4 Mortgage Pass Through Cartificates, Series 2007-NC4
Saxon Asset Securities Trust 2007-3 Mortgage Loan Asset Backed Certificates, Series 2007-3

Equifirst Mortgage Loan Trust 2004-2 Asset-Backed Certificates, Series 2004-2

Equifirst Mortgage Loan Trust 2005-1 Asset-Backed Certificates, Series 2005-1

Morgan Stanley ABS Capital I Inc. Trust 2007-HE1 Mortgage Pass Through Certificates, Series 2007-HE1

Morgan Stanley Home Equity Loan Trust 2007-2 Mortgage Pass Through Certificates, Series 2007-2

Morgan Stanley ABS Capital I Inc. Trust 2007-NC3 Mortgage Pass Through Certificates, Series 2007-NC3

Morgan Stanley ABS Capital I Inc. Trust 2007-HE5 Mortgage Pass Through Certificates, Series 2007-HE5

Morgan Stanley ABS Capital I Inc. Trust 2007-HE6 Mortgage Pass Through Certificates, Series 2007-HE6

Morgan Stanley ABS Capital I Inc. Trust 2007-HE6 Mortgage Pass Through Certificates, Series 2007-HE6

Morgan Stanley ABS Capital I Inc. Trust 2007-HE7 Mortgage Pass Through Certificates, Series 2007-HE7

Novastar Mortgage Funding Trust, Series 2007-2 Novastar Home Equity Loan Asset-Backed Certificates, Series 2007-2

Saxon Asset Securities Trust 2006-2 Mortgage Loan Asset Backed Certificates, Series 2006-2 Saxon Asset Securities Trust 2007-1 Mortgage Loan Asset Backed Certificates, Series 2007-1 Saxon Asset Securities Trust 2003-3 Mortgage Loan Asset Backed Certificates, Series 2003-3 Saxon Asset Securities Trust 2005-4 Mortgage Loan Asset Backed Certificates, Series 2005-4 Saxon Asset Securities Trust 2004-1 Mortgage Loan Asset Backed Notes, Series 2004-1 Saxon Asset Securities Trust 2004-2 Mortgage Loan Asset Backed Notes, Series 2004-2 Saxon Asset Securities Trust 2004-3 Mortgage Loan Asset Backed Notes, Series 2004-3 Saxon Asset Securities Trust 2005-1 Mortgage Loan Asset Backed Notes, Series 2005-1 Saxon Asset Securities Trust 2005-2 Mortgage Loan Asset Backed Notes, Series 2005-2 Saxon Asset Securities Trust 2005-3 Mortgage Loan Asset Backed Notes, Series 2005-3 Saxon Asset Securities Trust 2006-1 Mortgage Loan Asset Backed Notes, Series 2006-1 Saxon Asset Securities Trust 2006-3 Mortgage Loan Asset Backed Notes, Series 2006-3 Soundview Home Loan Trust 2006-EQ1 Asset-Backed Certificates, Series 2006-EQ1

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