

This instrument prepared by:
Bay National Title Company
Victor Aleman
13577 Feather Sound Dr. Suite 250
Clearwater, Florida 33762
04GRC-22-181
Return to:
Bay National Title Company
Victor Aleman
13577 Feather Sound Dr. Suite 250
Clearwater, Florida 33762

Parcel Identification No. R 00-00-059-300-10035-A30

SPECIAL WARRANTY DEED *B*

THIS SPECIAL WARRANTY DEED made this 4th day of November, 2014, by Deutsche Bank National Trust Company, as Indenture Trustee of the FBR Securitization Trust 2005-5, Mortgage-Backed Notes, Series 2005-5, a U.S. Corporation, and having its place of business at 7301 Baymeadows Way, Jacksonville, FL 32256 hereinafter called the "Grantor", to Carol Taff, whose post office address is: 26A Guinevere Lane, Crawfordville, FL 32327, hereinafter called the "Grantee", *mail to: 24 Midway Court, Crawfordville, FL 32327*

WITNESSETH: That Grantor, for and in consideration of the sum of ~~\$10,000~~ ^{10,000} Dollars and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell unto Grantee, all that certain land situate in **Wakulla** County, Florida, to wit:

See Exhibit A attached hereto and made a part hereof.

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

SUBJECT to the matters set forth on Exhibit **B** attached hereto and made a part hereof (collectively, the "Permitted Exceptions"), provided this shall not serve to reimpose any of the same.

GRANTOR WILL WARRANT and forever defend the right and title to the above-described real property unto the Grantee against the claims of all person, claiming by, through or under Grantor, subject to the Permitted Exceptions. *(Wherever used herein the terms "Grantor" and "Grantee" included all the parties to this instrument, and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporation.)*

EXHIBIT A

LEGAL DESCRIPTION

:



**LOT 30 OF EASTGATE SUBDIVISION (UNRECORDED) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF LOT 59 OF THE HARTSFIELD SURVEY OF LANDS IN WAKULLA COUNTY, FLORIDA AND RUN SOUTH 72 DEGREES 30 MINUTES 30 SECONDS WEST ALONG THE NORTH BOUNDARY OF SAID LOT 59 A DISTANCE OF 2365.00 FEET TO A CONCRETE MONUMENT THENCE SOUTH 17 DEGREES 52 MINUTES 45 SECONDS EAST 1050.52 FEET TO A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF SAID EASTGATE SUBDIVISION; THENCE ALONG THE NORTH BOUNDARY OF SAID EASTGATE SUBDIVISION RUN SOUTH 72 DEGREES 40 MINUTES 45 SECONDS WEST 1000.00 FEET TO A CONCRETE MONUMENT ON THE EASTERLY RIGHT OF WAY BOUNDARY OF A COUNTY ROAD (GRIFFIN ROAD); THENCE ALONG SAID RIGHT OF WAY BOUNDARY SOUTH 17 DEGREES 51 MINUTES 45 SECONDS EAST 466.75 FEET TO THE CENTERLINE A 50 FOOT ROADWAY EASEMENT (MIDWAY COURT); THENCE ALONG SAID CENTERLINE NORTH 72 DEGREES 40 MINUTES 45 SECONDS EAST 300.00 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE NORTH 72 DEGREES 40 MINUTES 45 SECONDS EAST 100.00 FEET; THENCE RUN SOUTH 17 DEGREES 51 MINUTES 45 SECONDS EAST 155.59 FEET; THENCE RUN SOUTH 72 DEGREES 40 MINUTES 45 SECONDS WEST 100.00 FEET; THENCE RUN NORTH 17 DEGREES 51 MINUTES 45 SECONDS WEST 155.59 FEET TO THE POINT OF BEGINNING.
SUBJECT TO A 5 FOOT ROADWAY EASEMENT ALONG THE NORTHERN PORTION OF SAID PROPERTY.**

EXHIBIT B

PERMITTED ENCUMBRANCES ✓

1. The lien of taxes and assessments for the current year and subsequent years;
2. Matters that would be shown by an accurate survey and inspection of the property;
3. All covenants, restrictions, conditions, easements, reservations, rights-of-way, and other matters of record, to the extent valid, subsisting and enforceable;
4. Zoning requirements, statutes, rules, orders, restrictions, regulations and ordinances of governmental agencies or their instrumentalities relating to the property, the buildings located thereon, their construction and uses, in force on the date hereof (if any such exist); and
5. Any licenses, permits, authorizations or similar items (if any) in connection with the conduct of any activity upon the property.

Unofficial Copy

36-13-00050
Fidelity National Title
500 Maplewood Dr., Suite 5
Jupiter, FL 33458

When recorded return to:
JPMorgan Chase Bank, National Association
LPOA Oversight Team- FLB-7304
7301 Baymeadows Way
Jacksonville, FL 32256

2012 JUN -5 PM 9:15
OFFICE OF THE CLERK OF THE CIRCUIT COURT

CFN 20130787147 DR BK 28850 Pas 3598 - 3602 (5pgs)
RECORDED 10/03/2013 09:11:23
HARVEY RUVIN, CLERK OF COURT, MIAMI-DADE COUNTY, FLORIDA

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 usual place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, as Indenture Trustee (the "Indenture Trustee") for FBR Securitization Trust 2005-5 Mortgage Backed Notes, Series 2005-5, pursuant to the following agreements: (1) Indenture dated as of November 1, 2005 (the "Indenture"), among FBR Securitization Trust 2005-5, as Issuer, Wells Fargo Bank, N.A., as Master Servicer and Securities Administrator, and the Indenture Trustee, and (2) Supplemental Indenture dated as of December 12, 2007 (the "Supplemental Indenture No. 1") among FBR Securitization Trust 2005-5, as Issuer, Wells Fargo Bank, N.A., as Master Servicer and Securities Administrator, and the Indenture Trustee, and (3) The Transfer and Servicing Agreement dated as of November 1, 2005 (the "TSA" together with the Indenture, the "Agreements") by and between FBR Securitization, Inc., as Depositor MHC, Inc., as Seller, Wells Fargo Bank, N.A., as Master Servicer and Securities Administrator, Clayton Fixed Income Services Inc., as Credit Risk Manager, JPMorgan Chase Bank, National Association (the "Servicer"), and the Indenture Trustee, hereby constitutes and appoints JPMorgan Chase Bank, National Association (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 Agreement 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 certificateholders (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 JPMorgan Chase Bank, National Association is acting as the Servicer.

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

- 1. 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 Agreements.

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2. 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.
3. 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.
5. 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.
6. 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.
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.
8. 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, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
 - a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
 - b. the preparation and issuance of statements of breach or non-performance;
 - c. the preparation and filing of notices of default and/or notices of sale;
 - d. the cancellation/rescission of notices of default and/or notices of sale;
 - e. the taking of deed in lieu of foreclosure; and
 - 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.c. above.

9. With respect to the sale of property acquired through a foreclosure or deed-in lieu of foreclosure, including, without limitation, the execution of the following documentation:
 - a. listing agreements;
 - b. purchase and sale agreements;
 - c. grant/warranty/quit claim deeds or any other deed causing the transfer of title of 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.
10. The modification or amendment of escrow agreements established for repairs to the 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 September 27, 2011.

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 Agreements, 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, then the Servicer shall promptly forward a copy of same to the Trustee.

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 Agreements.


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 Agreements or the earlier resignation or removal of the Trustee under the Agreements.

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.

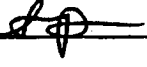
IN WITNESS WHEREOF, Deutsche Bank National Trust Company, as Trustee for FBR Securitization Trust 2005-5 Mortgage Backed Notes, Series 2005-5 has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 27th day of September, 2011.

Deutsche Bank National Trust Company,
as Trustee for FBR Securitization Trust 2005-5 Mortgage Backed
Notes, Series 2005-5

By: 

Name: Barbara Campbell
Title: Vice President

Prepared by:



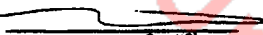
Name: Alex Paz
Associate

Witness:



Richard A. Vieta

Witness:



Jason Grewal
Authorized Signer

Unofficial Copy

State of California)
County of Orange}

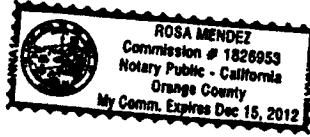
On September 27, 2011, before me, Rosa Mendez, Notary Public, personally appeared Barbara Campbell, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature 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.



Notary signature



STATE OF FLORIDA
ST. LUCIE COUNTY
THIS IS TO CERTIFY THAT THIS IS A
TRUE AND CORRECT COPY OF THE
ORIGINAL.

JOSEPH E. SMITH, CLERK

By: 
Date: SEP 11 2013



Official Copy