

PREPARED BY: CHARITY R BRIDGEWATER  
RETURN TO: NATIONWIDE TRUSTEE SERVICES, INC.  
Substitute Trustee  
1587 Northeast Expressway  
Atlanta, GA 30329  
PHONE (770) 234-9181 FAX (770) 234-9192

File #: 348.0622223MS/S

Assignor: ~~Deutsche Bank National Trust Company~~, as Trustee, for HSI Asset Securitization Corporation  
10790 Rancho Bernardo Road  
San Diego, CA 92127  
(800) 548-7916

Assignee: Deutsche Bank National Trust Company, as Trustee, for HSI Asset Securitization Corporation Trust 2006-NC1, Mortgage Pass-Through Certificates, Series 2006-NC1  
10790 Rancho Bernardo Road  
San Diego, CA 92127  
(800) 548-7916

INDEXING INSTRUCTIONS: Lot 3 of the Gartrell Tract, located in the Southwest Quarter of Section 1, Township 2 South, Range 9 West, DeSoto County, Mississippi

### **REPLACEMENT TRANSFER AND ASSIGNMENT OF MORTGAGE**

**FOR VALUE RECEIVED** ~~Deutsche Bank National Trust Company~~, as Trustee, for HSI Asset Securitization Corporation, as Assignor, has this day transferred sold, assigned, conveyed and set over to Deutsche Bank National Trust Company, as Trustee, for HSI Asset Securitization Corporation Trust 2006-NC1, Mortgage Pass-Through Certificates, Series 2006-NC1, as Assignee, its successors, representatives and assigns all of the assignor's right, title and interest in and to that certain Mortgage, executed by Plez Thornton Jr and Kelvin Thornton to Central Pacific Mortgage, dated July 12, 2005, and recorded in Book 2274, Page 498 in the Office of the Chancery Clerk of De Soto County, Mississippi.

See attached as Exhibit A

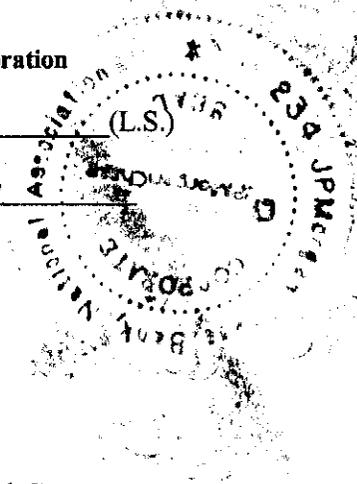
The Assignor herein specifically sells, assigns, transfers and conveys to the Assignee, its successors, representatives and assigns the aforementioned Mortgage the property described herein, the indebtedness secured thereby, together with all the rights, title, interest powers, options, privileges and immunities contained therein.

The Assignor herein has this day sold and assigned to the Assignee the Note secured by the aforementioned Mortgage, and this transfer is made to secure the Assignee, its successors, representatives, and assigns in the payment of said Note.

**This instrument is intended to replace the assignment recorded in Book 2980 Page 508 which referenced an incorrect corporation name in the acknowledgment.**

IN WITNESS WHEREOF, the Assignor has hereunto set its hand and seal this 28<sup>th</sup> day of Sept., 2009.

~~Deutsche Bank National Trust Company, as Trustee, for HSI Asset Securitization Corporation~~  
By: Beth Cottrell (L.S.) Title: Vice President  
By: Mary Cook (L.S.) Title: Assistant Secretary



State of Ohio  
County of Franklin

POWER OF ATTORNEY  
ATTACHED AS EXHIBIT B

I Latresa D. Payne, a Notary Public in and for said State and County hereby certify that Beth Cottrell and Mary Cook who are Vice President and Assistant Secretary, respectively of

\*\*, Attorney in Fact for Deutsche Bank National Trust Company, as Trustee, for HSI Asset Securitization Corporation, a corporation signed the foregoing conveyance with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as attorney in fact on this day.

Given under my hand this the 28<sup>th</sup> day of Sept., 2009.  
Notary  
(Seal) My Commission Expires  
  
LATRESA D. PAYNE  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Franklin County  
My Comm. Exp. 9/16/12

\*\*Chase Home Finance LLC, successor by merger to Chase Manhattan Mortgage Corporation, Attorney in Fact for Deutsche Bank National Trust Company, as Trustee, for HSI Asset Securitization Corporation.

Our File No.: 348.0622223MS/s

**EXHIBIT "A"**

Land situated in DeSoto County, Mississippi:

Lot 3 of the Gartrell Tract, unrecorded, located in the Southwest Quarter of Section 1, Township 2 South, Range 9 West; DeSoto County, Mississippi, more particularly described as follows:

BEGINNING at the Southwest corner of Section 1, Township 2 South, Range 9 West; thence North 88 degrees 02 minutes East along Church Road a distance of 1426.82 feet to the point of beginning of the following Lot 3; thence North 2 degrees 23 minutes West along the East line of Lot 4 a distance of 1374.0 feet to a point, said point being the Northeast corner of said Lot 4; thence North 88 degrees 02 minutes East a distance of 330.0 feet to a point, said point being the Northwest corner of Lot 2; thence South 2 degrees 23 minutes East along the West line of said Lot 2 a distance of 1374.0 feet to a point in Church Road; thence South 88 degrees 02 minutes West along said road a distance of 330.0 feet to the point of beginning, containing 10.41 acres, less and except 0.40 acres for right of way of Church Road, leaving 10.01 net acres, more or less. All bearings are magnetic.

DK T BK 3,096 PG 26

**WHEN RECORDED MAIL TO:**

Chase Manhattan Mortgage Corporation  
Attention: Document Control  
10790 Rancho Bernardo Road  
San Diego, California 92127

Exhibit B**LIMITED POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank National Trust Company, formerly known as Bankers Trust Company of California, N.A. (as the "Trustee" or the "Custodian", as the case may be), 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 (in such capacity, the "Trustee") pursuant to a Pooling and Servicing Agreement or a Sale and Servicing Agreement among the Trustee and Chase Manhattan Mortgage Corporation (the "Servicer" or "Successor Servicer") hereby constitutes and appoints the Servicer, having an address at 10790 Rancho Bernardo Road, San Diego, California 92127 by and through the Servicer's officers, the Trustee's or the Custodian's true and lawful Attorney-in-Fact, in the Trustee's or the Custodian's name, place and stead and for the Trustee's or the Custodian's benefit, in connection with all mortgage loans serviced by the Servicer solely for the purpose of performing such acts and executing such documents in the name of the Trustee or the Custodian as may be 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, noteholders, or bondholders:

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreement 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 Agreement.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company or 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 of 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.

DK T BK 3,096 PG 27

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.e. 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.
11. To endorse checks, notes, drafts and other evidences of payment made payable to Trustee, representing payments or payment in full on accounts in the name of Trustee.

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 April 16, 2002.

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, or otherwise make invalid or ineffective (in whole or in part), any indemnification provided by the Servicer to the Trustee or the Custodian, 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, as trustee or as custodian except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name Deutsche Bank National Trust Company, then the Servicer shall promptly forward a copy of same Deutsche Bank National Trust Company.

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 and as Custodian, 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 16 day of AUG, 2003.

Deutsche Bank National Trust Company, formerly known as Bankers Trust Company of California, N.A., as Trustee and as Custodian

Witnessed by:

Marie Becamel  
Marie Becamel

By: Aimee Kemmeter  
Name: Aimee Kemmeter  
Title: Assistant Vice President

Witnessed by:

Darlene Hagan  
Darlene Hagan

By: Wendy Estes  
Name: Wendy Estes  
Title: Associate

Acknowledged and Agreed  
Chase Manhattan Mortgage Corporation

By: Kirk N. Hobson  
Name: KIRK N. HOBSON, VICE PRESIDENT  
Title:



State of California  
County of Orange

On AUG 18 2003, before me, Peter Quoc Tran, personally appeared Aimee Kemmeter and Wendy Estee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the person, or the entity upon behalf of which they acted, executed the instrument.

WITNESS my hand and official seal.

Peter Quoc Tran

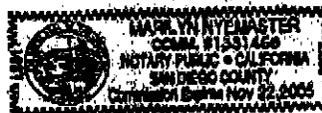


DK T BK 3,096 PG 30

State of California  
County of San Diego

On September 22, 2003, before me, Marilyn Nyemaster, Notary Public, personally appeared Kirk N. Hobson 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 signature(s) 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.



Marilyn Nyemaster  
Marilyn Nyemaster  
Commission Number: 1331456  
My commission expires: 11/22/2005