

This document was prepared by John C. Morris, III, 2309 Oliver Rd., Monroe, Louisiana
Telephone: (318) 330-9020

INDEXING INSTRUCTIONS:
Lot 17, Sec. C, Stonehedge Place S/D, DeSoto County, Mississippi

STATE OF MISSISSIPPI

COUNTY OF DESOTO

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the undersigned, grantor (s) **Citigroup Global Markets Realty Corp.**, do hereby convey, and warrant specially unto grantee (s) **Liquidation Properties, Inc.**, the following described property situated in DeSoto County, Mississippi, to-wit;

SEE ATTACHMENT EXHIBIT "A"

City, County, and State ad valorem taxes for the year 2005 are to be pro-rated as of the date of delivery of this deed.

The above warranty and this conveyance is made subject to any and all valid and outstanding oil, gas, and mineral leases, exceptions, reservations and conveyances.

The above warranty and this conveyance is made subject to any and all easements for public utilities as presently laid out, constructed or in use.

WITNESS MY SIGNATURE, this the 20 day of October, 2005.
Citigroup Global Markets Realty Corp. by Its Attorney-In-Fact Wells Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, Inc.

BY: Melanie Burkett

Melanie Burkett
Vice President

STATE OF Maryland
COUNTY OF Frederick

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, on this, the 20 day of Oct., 2005 within my jurisdiction, the within name Melanie Burkett who acknowledge that he/she is VP of Wells Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, Inc., a corporation which is the Attorney in Fact for Citigroup Global Markets Realty Corp., a corporation, and that for and on behalf of the said Wells Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, Inc. in its representative capacity as Attorney in Fact for Citigroup Global Markets Realty Corp., that he/she executed the above and foregoing instrument, after first having been duly authorized so to do.

Shanon Pedrick
NOTARY

Shanon Pedrick
SHANON PEDRICK
Notary Public
Frederick County
MARYLAND
MY COMMISSION EXPIRES on January 11, 2009

GRANTOR:
Citigroup Global Markets Realty Corp.
7495 New Horizon Way
Frederick, MD 21703
301-696-7420
R05-1138/lk

GRANTEE:
Liquidation Properties, Inc.
7495 New Horizon Way
Frederick, MD 21703
301-696-7420



* Prepared By And Return To:
Realty Title
1326 Goodman Road
Southaven, MS 38671
(662) 536 - 1770

EXHIBIT "A"

Lot 17, Section C, Stonehedge Place Subdivision, in Section 29, Township 1 South, Range 7 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 40, Page 13, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

OCT-14-2005 FRI 08:34 AM

FAX NO. 00000000000000000000

P. 02

Limited Power of Attorney

This Limited Power of Attorney is executed as of May 10 2004, by CITIGROUP GLOBAL MARKETS REALTY CORP., having an office at 390 Greenwich Street, New York, NY10013 ("Owner"), appointing as attorney-in-fact Wells Fargo Bank N.A. Successor by Merger to Wells Fargo Home Mortgage INC. having an office at 1 Home Campus, Des Moines, IA 50328 ("Wells").

RECITALS:

A. Owner and Wells entered into a Subservicing Agreement ("Servicing Agreement") effective as of December 1, 2003, pursuant to which Wells will service certain mortgage loans and/or REO Properties as more particularly described on the schedule provided to Wells by Owner (collectively, "Mortgage Loans") on behalf of the Owner;

B. In connection with Well's performance of such functions, Wells has requested that the Owner authorize Wells to execute certain documents on the Owner's behalf as further described herein.

Wells is authorized to act as attorney-in-fact in the following limited circumstances:

Owner hereby appoints Wells as its attorney-in-fact, with full power of substitution, to exercise at any time all or any of the following powers: (i) to execute on behalf of Owner any documents or instruments necessary to collect payments against, to liquidate or cancel any mortgage subject to the Servicing Agreement in accordance with such Servicing Agreement, and to otherwise manage and service the Mortgage Loans and properties in accordance with the Servicing Agreement; (ii) to execute on behalf of Owner any assignments, documents or instruments necessary to assign, convey, or otherwise transfer its interest in the Mortgage Loans as per the Servicing Agreement; (iii) to execute documents on behalf of Owner in connection with

OCT-14-2005 FRI 08:35 AM

FAX NO. 00000000000000000000 P. 03

any bankruptcy or receivership of a mortgagor whose Mortgage Loan is subject to the Servicing Agreement; (iv) to execute on behalf of Owner any documents necessary to carry out foreclosure of any mortgaged property securing a Mortgage Loan subject to the Servicing Agreement, (v) to execute on behalf of the Owner any necessary documents to effectuate an eviction, unlawful detainer or similar dispossessory proceeding, and (vi) to execute on behalf of Owner any documents necessary for the offer, listing, closing of sale and conveyance of real estate owned ("REO") property in accordance with the terms of the Servicing Agreement. This limited power of attorney is not intended to extend the powers granted to Wells under the Servicing Agreement or to allow Wells to take any action with respect to a Mortgage Loan not authorized by the Servicing Agreement.

C. Owner represents that any bank, title company, courts, governmental agencies, or other institutions may rely on this Limited Power of Attorney in honoring the acts of Wells hereunder.

D. Wells hereby agrees to indemnify and hold the Owner 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 Wells of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney.

E. This Limited Power of Attorney is entered into and shall be governed by the laws of the state of New York. To the extent permitted by other applicable law, the terms and provisions of this Agreement shall control in the event of any conflict between such terms or provisions.

F. This Limited Power of Attorney shall terminate on the termination of the Servicing Agreement and shall not apply to a Mortgage Loan that has been transferred into a security or otherwise conveyed to a third party by Owner.

IN WITNESS WHEREOF, the parties have executed this Limited Power of Attorney on the day and year first above written.

OCT-14-2005 FRI 08:35 AM

FAX NO. 00000000000000000000

P. 04

Citigroup Global Markets Realty Corp.

By: *Michele J. Moffat*
Michele J. Moffat

Title: Vice President

Witness: *Ranie Guo*
Ranie Guo

Witness: *Juliana Castelli*
Juliana Castelli

STATE OF New York)
: ss.
COUNTY OF New York)

On the June 27, 2005 before me, a Notary Public in and for said State, personally appeared MICHELE MOFFAT of Citigroup Global Markets Realty Corp. personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the preceding instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons or the entities upon behalf of which the persons acted, executed the instrument as of June 27, 2005

WITNESS my hand and official seal.

[Signature]
Notary Public

SCOTT P. SCHINDLER
Notary Public, State of New York
No. 018C8124904
Qualified in New York County
Commission Expires April 4, 2009