

Indexing Instructions: **LOT 61, SECTION B, DOGWOOD MANOR SUBDIVISION**

Account No. 0028454734
Instrument Prepared by:
Collins & Associates, PLLC
4780 I-55 North, Ste. 400
Jackson, MS 39211
800-682-5580
MSB #6394

Return to:
GURINEN LAW FIRM, LLC
100 Goodman Rd. East-Suite 5
Southaven, MS 38671
(662) 349-3339
10060014

LIMITED WARRANTY DEED

STATE OF MISSISSIPPI
COUNTY OF DESOTO
KNOWN ALL MEN BY THESE PRESENTS:

THAT PHH MORTGAGE CORPORATION F/K/A CENDANT MORTGAGE CORPORATION, DBA ERA MORTGAGE herein called "GRANTOR, for and in consideration of TEN DOLLARS AND NO CENTS (\$10.00) to it in hand paid by the party or parties identified below as "GRANTEE" hereunder, by these presents does hereby convey and specially warrant unto ~~BRADY~~ **DANNY DOWY** PONDER AND TATIANA PONDER, as joint tenants with full rights of survivorship and not as tenants in common, all that certain real property situated in DESOTO County, Mississippi, and more particularly described as follows.

LOT 61, SECTION B, DOGWOOD MANOR SUBDIVISION, IN SECTION 34, TOWNSHIP 1 SOUTH, RANGE 6 WEST, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 67, PAGE 22, CHANCERY CLERK'S OFFICE. FOR DESOTO COUNTY, MISSISSIPPI, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE COMPLETE LEGAL DESCRIPTION.

COMMONLY KNOWN AS: **9742 DOGWOOD COURT WEST, OLIVE BRANCH, MS**

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the said GRANTEE, its heirs or assigns forever, subject to, and excepting, current taxes and other assessments reservations in patents, and all easements, right-of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record. GRANTOR does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the said premises unto the said GRANTEE, its heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through, or under GRANTOR, but not otherwise.

05-090563/BC

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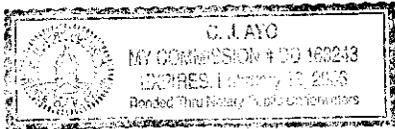
IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed this 11 day of JANUARY, 2006, in its name by its Assistant Vice President thereunto authorized.

PHH MORTGAGE CORPORATION F/K/A
 CENDANT MORTGAGE CORPORATION D/B/A ERA MORTGAGE
 By COLDWELL BANKER RESIDENTIAL REAL ESTATE, INC. AS
 ATTORNEY IN FACT

NAME: [Signature]
 TITLE: Vice President

STATE OF FL
 COUNTY OF Broward

Personally appeared before me, the undersigned authority in and for the said County and State, on this 11 day of JANUARY, 2006 within my jurisdiction, the within named Michael Coen, who acknowledged that he/she is the Vice President, of Coldwell Banker Residential Real Estate, Inc., As Attorney In Fact for PHH MORTGAGE CORPORATION F/K/A CENDANT MORTGAGE CORPORATION, D/B/A ERA MORTGAGE, and that for and on behalf of the said corporation, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.



[Signature]
 Notary Public

Grantor's Name: C/O COLDWELL BANKER RESIDENTIAL REAL ESTATE, INC.
 Grantor's Address: 7100 W. COMMERCIAL BLVD., FT LAUDERDALE FL. 33319
 Grantor's Telephone No.: 800-520-1229

Grantee's Name: ~~Donny~~ PONDER AND TATIANA PONDER
 Grantee's Address: 9742 Dogwood Court West, Olive Branch, MS 38654
 Grantee's Telephone No.: (662) 895-8787 (901) 374-5876



Fidelity National Title[®]

Insurance Company

January 26, 2006

The Security Title Guarantee Corporation of Baltimore
Six South Calvert Street
Baltimore, Maryland 21202-1388

RE: Insurer: Fidelity National Title Insurance Company of New York
Policy #: 26-031-92-126797
Insured: Williams, Stacy K. and Tavetia A.
Agent: First National Financial Title Services, Inc.
Your #:

Dear Sir or Madam:

We have been advised that in examining title to the above captioned property, you have discovered the following matter:

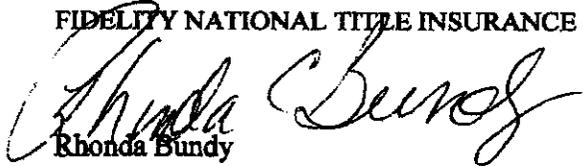
Possible interest of Shannon N. Mangus

In consideration of The Security Title Guarantee Corporation of Baltimore issuing their policies in connection with said property insuring against loss in the form of affirmative coverage provided in said policies by reason of the above matter, Fidelity National Title Insurance Company hereby agrees to indemnify O'Brien Law Firm, LLC and The Security Title Guarantee Corporation of Baltimore against any actual loss sustained under the terms and conditions of said policy by reason of their extension of said coverage; however, the liability of this company shall in no event exceed \$122,900.

This indemnity is given and received on condition that Fidelity National Title Insurance Company is given notice in writing immediately at 408 Cedar Bluff Road, Suite 140, Knoxville, Tennessee 37923, of any claim, demand, action or proceeding made or brought attempting to enforce said matter against the insured property and that we are given full opportunity in such case to defend against, satisfy or otherwise dispose of said matter.

This indemnity is conditioned upon the insured as defined in the referenced policy being the present grantor or mortgagor

FIDELITY NATIONAL TITLE INSURANCE COMPANY


Rhonda Bundy
Underwriting Counsel

6363 Poplar Avenue, Suite 440, Memphis, TN 38119
Phone (901) 818-3103; Fax (901) 818-3104

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, PHH Mortgage Corporation, formerly known as Cendant Mortgage Corporation, a corporation organized and existing under the laws of New Jersey, with its principal office located at 3000 Leadenhall Road, Mt. Laurel, NJ 08054, does hereby make, approve and appoint Coldwell Banker Residential Real Estate Inc., with its office located at 7100 West Commercial Blvd., Fort Lauderdale, FL 33319, by and through its officers or employees, its agent and Attorney-in-Fact, with power and authority to act for it and on its behalf in the management and disposition of real estate owned properties (REO) held by PHH Mortgage Corporation on the following terms and conditions:

- 1. Said Attorney-in-Fact shall be authorized to do and perform, on behalf of PHH Mortgage Corporation and in its name place and stead, the following acts: contract for the provision of any maintenance, repairs or improvements to such REO, pay any expenses connected with such REO, and negotiate such terms of disposition as it shall deem satisfactory, and make, sign, execute, acknowledge and deliver any and all contracts of sale, good and sufficient deeds or conveyances, or any other agreements, instruments or documents in connection therewith. PHH Mortgage Corporation further grants to the said Attorney-in-Fact, and with equal validity, full power and authority to do and perform any and all lawful acts, matters and things whatsoever requisite, necessary, proper or convenient to be done, as fully, to all intents and purposes, as PHH Mortgage Corporation might or could do itself, with respect to such management and disposition of such REO.
- 2. This Limited Power of Attorney shall be effective from the date of execution hereof until such time as it is revoked in writing by PHH Mortgage Corporation.

IN WITNESS WHEREOF, PHH Mortgage Corporation has caused this instrument to be executed by the Vice President indicated below, this 19th day of July, 2005.

ATTEST:

PHH MORTGAGE CORPORATION

By: Maria Tatum
Name: Maria Tatum
Title: Assistant Secretary

By: Marc Hinkle
Name: Marc Hinkle
Title: Vice President

Witness: Francis Felix

Witness: Christopher B. Mayall

STATE OF NEW JERSEY

)SS:

COUNTY OF BURLINGTON

On this 19th day of July, 2005, before me, a Notary Public of the State of New Jersey, personally appeared Marc J. Hinkle, and Maria Tatum, known to me to be the persons whose names are subscribed to the within Limited Power of Attorney and to be the Vice President and Assistant Secretary respectively, of the said PHH Mortgage Corporation, and acknowledge that they executed same on behalf of the corporation for the purposes therein contained.

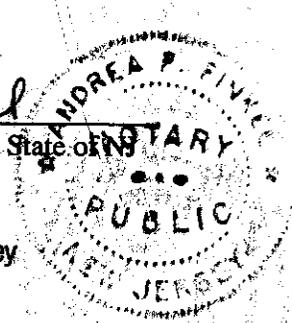
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My commission expires:

8/26/09

Andrea P. Finkel
Andrea P. Finkel - Notary Public State of New Jersey

Andrea P. Finkel
Notary Public of New Jersey
My Commission Expires
August 26, 2009



Prepared by
Coldwell Banker Reo
7100 W. Commercial Blvd
FT Lauderdale, FL 33319
800-520-1229