

PREPARED BY:
ADAMS & EDENS
A PROFESSIONAL ASSOCIATION
CLOSING DEPARTMENT
POST OFFICE BOX 400
BRANDON, MISSISSIPPI 39043
(601) 825-9508
BAR #1131

RETURN TO:
ADAMS & EDENS
A PROFESSIONAL ASSOCIATION
CLOSING DEPARTMENT
POST OFFICE BOX 400
BRANDON, MISSISSIPPI 39043
(601) 825-9508
BAR #1131

STATE OF MISSISSIPPI
COUNTY OF DESOTO

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned

Bank of America, National Association as successor by merger to LaSalle Bank National Association, as Trustee for certificateholders of Bear Stearns Asset Backed Securities I LLC, Asset Backed Certificates, Series 2005-HE12

Address: 2780 Lake Vista Drive
Address: Lewisville, Texas 75067-3884
Phone: home: n/a work: 214-626-2800

does hereby grant, bargain, sell, convey and specially warrant unto

**BRANDON FOWLER AND MORGAN VECELLIO AS JOINT TENANTS WITH FULL RIGHTS OF
SURVIVORSHIP AND NOT AS TENANTS IN COMMON**

Address: 9130 Belmont Drive
Address: Southaven, MS 38671
Phone: home: 662-404-0874 work: 662-349-7002

the following described land lying and being situated in DESOTO COUNTY, Mississippi, to-wit:

(See Exhibit "A" attached) (Page 3)

Indexing Instructions:

Lot 30, Section A, of the Highland of North Creek, Section 17, T1S, R8W,
DeSoto County, MS

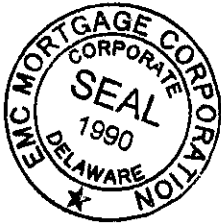
Emi

Excepted from the warranty hereof are all restrictive covenants, easements, rights of way and mineral reservations of record affecting the described land and property.

The Grantor promises or covenants to defend title to the property from and against all lawful claims and demands of all persons claiming by, through or under Grantor and none other.

It is agreed and understood that the 200_ taxes have been prorated as of this date on an estimated basis and Grantor will not be responsible for any adjustment of taxes after this date.

IN WITNESS WHEREOF, Bank of America, National Association as successor by merger to LaSalle Bank National Association, as Trustee for certificateholders of Bear Stearns Asset Backed Securities I LLC, Asset Backed Certificates, Series 2005-HE12, has caused this instrument to be signed in its name by its undersigned officer, on this the 7 day of Aug, 2009.



EMC MORTGAGE CORPORATION, Attorney In fact for Bank of America, National Association as successor by merger to LaSalle Bank National Association, as Trustee for certificateholders of Bear Stearns Asset Backed Securities I LLC, Asset Backed Certificates, Series 2005-HE12

BY: [Signature]
ITS: Terence Free
Assistant Vice President

STATE OF TEXAS
COUNTY OF Denton

PERSONALLY appeared before me, the undersigned authority in and for the above mentioned county and state, Terence Free, personally known to me to be the Asst. Vice Pres. of the within named EMC MORTGAGE CORPORATION Attorney In Fact For Bank of America, National Association as successor by merger to LaSalle Bank National Association, as Trustee for certificateholders of Bear Stearns Asset Backed Securities I LLC, Asset Backed Certificates, Series 2005-HE12, who acknowledged that he signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, for and on behalf of said entity being so authorized to do in the premises.

WITNESS MY SIGNATURE AND OFFICIAL SEAL, this the 7 day of Aug., 2009.

[Signature]
NOTARY PUBLIC

My Commission Expires:

2/11/10

File #REO 2346
9135 belmont dr southaven



EXHIBIT "A"

Lot 30, Section A, of the Highland of North Creek, Section 17, Township 1 South, Range 8 West, according to the plat thereof as recorded in Plat Book 58, Page 14, of the office of the Chancery Clerk of DeSoto County, Mississippi.

File #REO 2346
9135 belmont dr southaven

Prepared by EMC Mortgage Corporation.

When recorded return to:

EMC Mortgage Corporation
Attn: Collateral Management
2780 Lake Vista Drive
Lewisville, TX 75067-3884
214/626-2800

426

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Bank of America, National Association as successor by merger to LaSalle Bank National Association, a national banking association organized and existing under the laws of the United States and having its principal place of business at 135 South LaSalle Street, Suite 1625, Chicago, Illinois, 60603, as Trustee (the "Trustee") pursuant to a Pooling and Servicing Agreement, dated December 1, 2005, (the "Agreement") by and among EMC Mortgage Corporation, a Delaware Corporation as Sponsor and Master Servicer ("EMC") and Bank of America, National Association as successor by merger to LaSalle Bank National Association, as Trustee hereby constitutes and appoints EMC, by and through EMC'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 EMC 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 "Deeds of Trust" respectively), retail installment contracts ("other security instruments") and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various Certificateholders for Bear Stearns Asset Backed Securities I LLC, Asset-Backed Certificates, Series 2005-HE12 (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/or assignment of the Mortgage or Deed of Trust) and for which EMC is servicing.

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, or re-titling of other security instruments, where said modification, re-recording or re-titling is being done solely for the purpose of correcting the Mortgage, Deed of Trust or other security instruments 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, re-recording, or re-titling in either instance, does not adversely affect the lien position of the Mortgage, Deed of Trust or other security instruments as insured and (ii) otherwise conforms to the provision 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 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, and recordation of same (if necessary).
5. The full or partial satisfaction/release of a Mortgage or Deed of Trust or full or partial conveyance upon payment and discharge of the necessary limitation, cancellation of the related Mortgage Note.
6. The assignment of any Mortgage, Deed of Trust or other security instrument and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.

427

7. The full assignment of a Mortgage, Deed of Trust or other security instrument 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 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 paragraph 8.a. through 8. e. above.
9. With respect to other security instruments the power to:
 - a. Perform any other necessary acts of foreclosure and/or eviction.
10. With respect to the sale of real 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 real property.
11. The modification or amendment of escrow agreements established for repairs to the mortgaged property.
12. The endorsement of loss drafts or other checks that are necessary to effectuate proper servicing of the loan.
13. When requested by the Trustee, respond to litigation complaints, naming the Trustee as a defendant. Trustee will be apprised of potential litigation by Master Servicer as soon as commercially reasonable.

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 the Limited Power of Attorney shall be effective as of December 1, 2005.

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 or attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by EMC to the Trustee under the Agreement, or (ii) be construed to grant EMC the power to initiate or defend any suit, litigation or proceeding brought against Bank of America, National Association as successor by merger to LaSalle Bank National Association as Trustee for the applicable trust, except as specifically provided for herein. If EMC receives any notice of suit, litigation or proceeding in the name of Bank of America, National Association as successor by merger to LaSalle Bank National Association as Trustee, then EMC shall forward a copy of same to the Trustee within a reasonable period of time.

This Limited Power of Attorney is not intended to extend the powers granted to EMC under the Agreement or to allow EMC to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreement. Notwithstanding anything contained herein to the contrary, EMC Mortgage Corporation shall not, without the Trustee's written consent, and such consent shall not be unreasonably withheld: (i) initiate any action, suit or proceeding directly relating to the servicing of a Mortgage Loan solely under the Trustee's name without indicating EMC in its applicable, representative capacity, so long as the jurisdictional and procedural rules will allow for this insertion to occur, (ii) initiate any action, suit or proceeding not directly relating to the servicing of a Mortgage Loan (including but not limited to actions, suits or proceedings against Certificateholders, or against the Depositor or any Mortgage Loan Seller for breaches of representations and warranties) solely under the Trustee's name, (iii) engage counsel to represent the Trustee in any action, suit or proceeding not directly relating to the servicing of a Mortgage Loan (including but not limited to actions, suits or proceedings against Certificateholders, or against the Depositor or any Mortgage Loan Seller for breaches of representations and warranties), or (iv) prepare, execute or deliver any government filings, forms, permits, registrations or other documents or take any action with the intent to cause, and that actually causes, the Trustee to be registered to do business in any state.

EMC 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 EMC 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 Illinois, 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.

429

IN WITNESS WHEREOF, Bank of America, National Association as successor by merger to LaSalle Bank National Association 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 20th day of January, 2009.

Bank of America, National Association
as successor by merger to
LaSalle Bank National Association,
a national banking association,
solely in its capacity as Trustee for
Certificateholders of Bear Stearns Asset Backed
Securities I LLC, Asset Backed-Certificates,
Series 2005-HE12

By: Jose A. Galarza
Name: Jose A. Galarza
Title: Assistant Vice President

Witness: Wayne Miller
Printed Name: Wayne Miller

Witness: Lisa Dunn
Printed Name: Lisa Dunn

Attest: [Signature]
Name: Ann Dolezal
Title: Notary Public
(Corporate Seal)

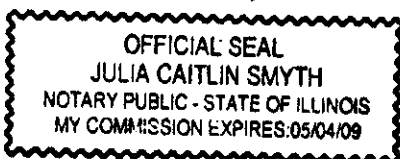
Acknowledged and Agreed
EMC Mortgage Corporation

By: Eileen Deaton
Name:
Title: **Eileen Deaton**
Assistant Secretary

STATE OF ILLINOIS
COUNTY OF COOK

On January 20, 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared Jose A. Galarza, Assistant Vice President of Bank of America, National Association as successor by merger to LaSalle Bank National Association, as Trustee for Bear Stearns Asset Backed Securities I LLC, Asset-Backed Certificates, Series 2005-HE12 personally known to me to be the person whose name is subscribed to the within instrument and acknowledge 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.
(Seal)



[Signature]
Notary Public, State of Illinois

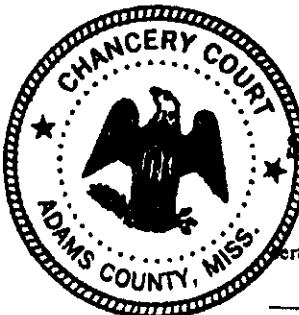
430

STATE OF MISSISSIPPI
ADAMS COUNTY

I, Thomas J. O'Beirne, Chancery Clerk in and for
said County and State do hereby certify that the
above and foregoing instrument is a true and
correct copy of original recorded in Deed
Book 24-0 Page 426
in the office of the Chancery Clerk, Adams Coun-
ty, Mississippi.

Given under my hand and seal of office this the
31 day of March, 2009

THOMAS J. O'BEIRNE, Chancery Clerk



STATE OF MISSISSIPPI
ADAMS COUNTY

I, THOMAS J. O'BEIRNE, Clerk of the Chancery Court of said County, hereby
certify that the foregoing instrument of writing was filed in my office for record on the
24 day of March, 2009 at 10:10 o'clock
A M., and duly recorded in DEED Book No. 24-0 Page 426.

THOMAS J. O'BEIRNE, Clerk

Charles White D.C.

1200
Mar
T.O. Service

To the Secretary of EMC Mortgage Corporation

Upon recommendation, after due deliberation and pursuant to the authority granted by resolution adopted as of December 12, 2008, by the Board of Directors of EMC Mortgage Corporation (the "Corporation"), to the Chairman, the Chief Executive Officer, the President, the Chief Operating Officer, the Chief Financial Officer, each Executive Vice President, each Senior Vice President, each Vice President, the Corporate Secretary, each Assistant Secretary and the Treasurer, to appoint officers, below the level of Vice President, the undersigned hereby appoints the following persons as officers of the Corporation:

<u>Name:</u>	<u>Title to which appointed:</u>
Sue Harber	Asst. Vice President
Terence Free	Asst. Vice President
Jim Dolan	Asst. Vice President
Perry Pollard	Asst. Vice President
Robert Suhre, Jr.	Asst. Vice President
Dena Grimes	Asst. Vice President
Craig Reuter	Asst. Vice President
Scott French	Vice President
Ed Serrano	Vice President
Rod Wylie	Vice President
Adria Brennan	Vice President

The appointment of the above individuals to officer status is for the purpose of allowing these individuals to execute documents related to the sale of mortgage loans and real property and the foreclosure of real property, including assignments of mortgage, modifications of mortgage, deeds, affidavits and other closing documents, substitutions of trustee and satisfactions and lien releases on behalf of the Company.

This appointment and the length of term as officers of the Corporation are at the convenience and pleasure of the Corporation and are revocable upon notice. Further, the authority of the aforesaid individuals is specifically and strictly limited to the execution of the specific documents herein authorized. If not revoked sooner, such officer status shall terminate upon the individual's transfer or termination from a position requiring these services.

EMC Mortgage Corporation



Lauren Harris, Assistant Secretary

Dated effective: April 20, 2009