

Prepared By:  
Delta Title Corporation  
REO Department  
3520 Holiday Drive  
Suite B  
New Orleans LA 70114  
504-367-8121

Return To:  
Delta Title Corporation  
REO Department  
3520 Holiday Drive  
Suite B  
New Orleans LA 70114  
504-367-8121

STATE OF MS

COUNTY OF DeSoto

### SPECIAL WARRANTY DEED

File # 78479

For and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good, legal and valuable consideration, the receipt of which is hereby acknowledged, I/we (hereinafter referred to as "Grantor"),

**The Bank of New York Mellon Trust Company, N.A. f/k/a The Bank of New York Trust Company, N.A. as Successor Trustee to JPMorgan Chase Bank, National Association, f/k/a JPMorgan Chase Bank as Trustee - SURF-BC3  
4828 Loop Central Drive  
Houston TX 77081  
(949) 474-0599**

do/does does hereby sell, convey, and transfer without warranty of title unto (hereinafter referred to as "Grantee")

**Gary B Banks Sr.**  
**4170 DESTIN DR**  
**OLIVE BRANCH, MS 38654**  
**(901) 826-1737**

the following described real property situated and located in DeSoto County, Mississippi, being more particularly described as follows, to-wit:

**INDEXING INSTRUCTIONS:**  
(Legal Description)

**LOT 32, PHASE I, COLLEGE PARK SUBDIVISION, in Section 11, Township 2 South, Range 6 West, as shown by plat of record in Plat Book 79, Page 30, Chancery Clerk's Office for DeSoto County, Mississippi, to which plat reference is hereby made for a more complete legal description.**

**Improvements thereon bear municipal number 4170 Destin Drive, Olive Branch, MS, 38654.**

**Being the same property acquired by The Bank of New York Mellon Trust Company, N.A. f/k/a The Bank of New York Trust Company, N.A. as Successor**

FNF

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## SPECIAL WARRANTY DEED

**Trustee to JPMorgan Chase Bank, National Association, f/k/a JPMorgan Chase Bank as Trustee SURF-BC3, by virtue of Substituted Trustee's Deed from Emily Kay Courteau, Substituted Trustee, dated 10/28/2009, recorded 10/30/2009, in COB 620, Page 221.**

**Together with all rights, ways, and improvements situated thereon, and the perpetual right of ingress and egress over and upon all streets, roads, avenues and boulevards shown on said subdivision plat, if any is filed.**

This conveyance is made subject to:

- All oil, gas, and other minerals, in and under the subject property reserved or conveyed by former owners;
- Rights of parties in possession, deficiency in quantity of land, boundary line disputes, roadways, unrecorded servitudes or easements, any matters not of record, including lack of access, which would be disclosed by an accurate survey and inspection of the property, and easements or other uses of subject property not visible from the surface;
- Any applicable subdivision, health department, zoning and other regulations in effect in DeSoto, Mississippi, restrictions and restrictive covenants of record in DeSoto, Mississippi and/or on the official plat of said subdivision, if any is filed.

### THE PARTIES TO THIS ACT TAKE COGNIZANCE OF THE FOLLOWING:

Deletion of any covenant, condition or restriction indicating a preference, imitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 ( c ).

Any loss or damage arising out of discrepancies or shortage in the square footage, acreage or area of land.

Title to any and all mobile or manufactured homes immobilized or located upon the subject property.

Title to all oil, gas and other minerals.

**Mention of the foregoing is made for informational purposes only and shall not constitute a reestablishment or recreation of any rights or obligations thereunder.**

The parties hereto take cognizance of the fact that no survey has been ordered or requested on the described property and hereby relieve and release me, Notary, from any liability in connection therewith.

The Purchaser acknowledges that no title examination on the herein described property in connection with this act of sale has been ordered by Purchaser or made by the undersigned Notary, and Purchaser does hereby relieve and release me, Notary, from any liability in connection with the condition of the title and/or any title defects which might have been disclosed by such title examination.

By acceptance and delivery of this Deed, Grantee herein does hereby agree to abide by and in no way violate the Declaration of Restrictions, Conditions, Easements, Covenants, Agreements, Liens and

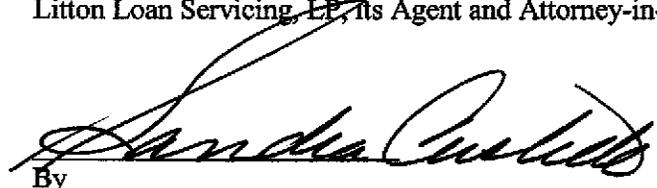
**SPECIAL WARRANTY DEED**

Charges, and the Amendment or Amendments thereto, if any, applicable to the above described property and recorded in the Office of the Chancery Court of DeSoto, Mississippi.

Grantors warrant payment of all taxes up to and including the year <sup>2010</sup>~~2009~~ and ad valorem taxes as of the date of sale have been prorated between Grantors and Grantees. Taxes for all subsequent years have been expressly assumed by the Grantee.

IN WITNESS HEREOF, the Grantor has caused this instrument to be duly executed this 23 day of Sept, 2010.

The Bank of New York Mellon Trust Company, N.A. f/k/a  
The Bank of New York Trust Company, N.A. as Successor  
Trustee to JPMorgan Chase Bank, National Association,  
f/k/a JPMorgan Chase Bank as Trustee - SURF-BC3 By  
Litton Loan Servicing, LP, its Agent and Attorney-in-Fact



By

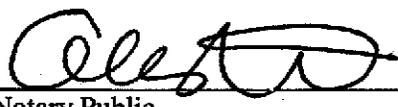
Sandra Castille  
VICE PRESIDENT

STATE OF TEXAS

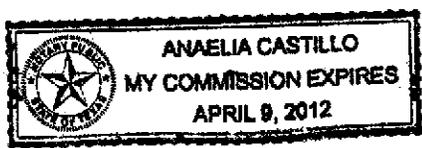
COUNTY OF HARRIS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 23<sup>rd</sup> day of September, 2010, within my jurisdiction, the within named Sandra Castille, authorized agent for Litton Loan Servicing, LP., who acknowledged that they are Attorney-in-Fact for and that The Bank of New York Mellon Trust Company, N.A. f/k/a The Bank of New York Trust Company, N.A. as Successor Trustee to JPMorgan Chase Bank, National Association, f/k/a JPMorgan Chase Bank as Trustee - SURF-BC3 in said representative capacity executed the above and foregoing document, after first having been duly authorized so to do.

Given under my hand and official seal, in the County of Harris, State of Texas, this 23<sup>rd</sup> day of September, 2010.



Notary Public



Print Name

My Commission Expires: \_\_\_\_\_

Bar Roll/Notary No.: \_\_\_\_\_

LITTON LOAN SERVICING LP

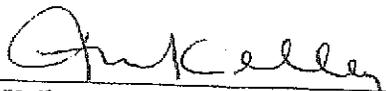
SECRETARY'S CERTIFICATE

The undersigned, as Secretary of Litton Loan Servicing LP (the "Company"), a Delaware limited partnership, does hereby certify as follows:

The attached resolution to appoint officers of the Company was executed by Unanimous Written Consent by the Board of Managers of Litton GP LLC as of December 10, 2007 and remains effective as of the date hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand and the seal of the Company as of this the 20th day of February 2008.

LITTON LOAN SERVICING LP

By:   
Ann Kelley, Secretary

Unanimous Written Consent  
Litton GP LLC  
December 10, 2007

**RESOLVED**, the Company, as the General Partner of Litton Loan Servicing LP (the "Partnership") and in accordance with the Amended and Restated Limited Liability Partnership Agreement dated as of January 1, 2000 (as amended to date), hereby appoint the persons listed in Exhibit A attached hereto to the officer positions set forth opposite such person's name, with such appointments to be effective simultaneously with the closing (the "Effective Time") of the transactions contemplated by the Purchase Agreement by and between Credit-Based Asset Servicing and Securitization LLC and The Goldman Sachs Group, Inc.;

**RESOLVED**, that as of the Effective Time, all prior appointments of officerships shall be terminated; and it is

**RESOLVED**, the foregoing persons all actions heretofore taken by the officers of the Partnership be, and they hereby are, approved, adopted, ratified, and confirmed in all respects.

As of 12-10-07

**EXHIBIT A**  
**OFFICERS OF LITTON LOAN SERVICING LP**

<u>Office</u>	<u>Name</u>
<b>Senior Executive Officers:</b>	
Founding Director	Larry B. Litton, Sr.
<b>Executive Officers:</b>	
President and Chief Executive Officer	Larry B. Litton, Jr.
Senior Vice President and Chief Financial Officer (CFO)	Elizabeth Folk
Senior Vice President and Assistant Secretary	Janice McClure
Senior Vice President and Chief Technology Officer	Jeff Roberts
Senior Vice President	Elizabeth Hopkins
Senior Vice President	Richard Bauerband
Senior Vice President	Robert Tompkins
Senior Vice President	Shane Ross
Senior Vice President, General Counsel and Secretary	Ann Kelley
Vice President, Deputy General Counsel and Assistant Secretary	Lisa Holland
Vice President and Controller	Marisol Allgeier
Vice President	Angelica Chapa
Vice President	Becki Sellers
Vice President	Bill R. Gilbert
Vice President	Brett Berg
Vice President	Chris Wyatt
Vice President	Debra Lyman
Vice President	Debra Thayer
Vice President	Dee Anne Lerma
Vice President	John Crandall
Vice President	Joseph Corona
Vice President	Joseph Laigaie
Vice President	Kathryn Bartz
Vice President	Matthew Martin
Vice President	Mike Bailey
Vice President	Oscar Southall
Vice President	Randall Reynolds
Vice President	Richard Williams
Vice President	Stacey Bayley
Vice President	Toby Gallegos
Vice President	Tomas Hruska



*State of New York*  
*Banking Department*

I, DAVID S. FREDSELL, Deputy Superintendent of Banks of the State of New York, do hereby certify that I have caused the annexed copies of Certificate of Effectiveness providing for the mergers of MELLON SECURITIES TRUST COMPANY and THE DREYFUS TRUST COMPANY, with and into THE BANK OF NEW YORK, under the name, THE BANK OF NEW YORK MELLON and providing for the merger of BNY MELLON INTERIM INSTITUTIONAL NATIONAL BANK, with and into THE BANK OF NEW YORK, under the name, THE BANK OF NEW YORK MELLON - filed in the office of the Superintendent of Banks on July 1, 2008, to be compared by a competent clerk with the original on file in the Banking Department, and the same is a correct copy of said certificates and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Banking Department at New York, New York, this 8<sup>th</sup> day of July 2008.

  
\_\_\_\_\_  
Deputy Superintendent of Banks

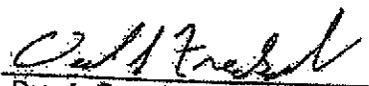
*State of New York*  
**Banking Department**

I, David S. Frelsall, Deputy Superintendent of Banks of the State of New York,  
DO HEREBY CERTIFY:

THAT, in accordance with the provisions of Section 601-b of the New York Banking Law, there were filed in the office of the Superintendent of Banks, as of 12:01 a.m., July 1, 2008, Agreements and Plans of Merger, dated as of June 25, 2008, and other required documents, providing for the mergers of MELLON SECURITIES TRUST COMPANY, New York, New York, and THE DREYFUS TRUST COMPANY, Uniondale, New York, with and into THE BANK OF NEW YORK, New York, New York, under the name, THE BANK OF NEW YORK MELLON, which mergers were approved by the Superintendent of Banks on June 26, 2008; and

THAT, the aforementioned mergers have been recognized as valid and effective as of the date and time of such filings.

*Witness, my hand and official seal of the Banking Department at the City of New York, this 1<sup>st</sup> day of July in the year two thousand and eight.*

  
Deputy Superintendent of Banks

Record and Return To:  
 GMAC ResCap  
 One Meridian Crossings, Suite 100  
 Minneapolis, MN 55423  
 ATTN: Lisa Magnuson 03-08-60

### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, The Bank of New York Mellon Trust Company, N.A., as successor to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, (formerly The Chase Manhattan Bank, successor in interest to The Chase Manhattan Bank, N.A.), as Trustee or Indenture Trustee (the "Trustee") under the Pooling and Servicing and Indenture Agreements identified on Schedule 1 hereto and as may be subsequently identified in one or more writings from the Bank (as defined below) to Attorneys (as defined below) referencing this Power of Attorney (collectively, as the same may be amended, supplemented or otherwise modified from time to time, the "Agreements"), pursuant to which Residential Funding Company, LLC acts as Master Servicer, and such Trustee being a limited purpose national banking association with trust powers organized under the laws of the United States and having its branch office at 601 Travis Street, Houston, TX 77002 and its principal office at 700 South Flowers, 2<sup>nd</sup> Floor, Los Angeles, CA 90017-4104 (the "Bank"), hereby makes, constitutes and appoints any authorized signatory (including any vice president or more senior officer) of Residential Funding Company, LLC, a limited liability company organized and existing under the laws of the State of Delaware, to be the Bank's true and lawful Attorney-in-Fact (the "Attorney"), with full power and authority to sign, execute, acknowledge, deliver, file for record and record any instrument on its behalf, and to act in the name and on behalf of the Bank, and to perform such other act or acts, as may be customarily and reasonably necessary and appropriate to effectuate only the following enumerated transactions in connection with 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 certificate holders (whether the undersigned is named therein as mortgagee or beneficiary or has become the mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which Residential Funding Company, LLC is acting as Master Servicer on behalf of the Bank:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is 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 and said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.
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 property 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 modification agreements.

5. The full or partial 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 (including resolution of defenses thereto) 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 a 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; and
9. The qualified subordination of the lien of a Mortgage or Deed of Trust to a lien of a creditor that is created in connection with the refinancing of a debt secured by a lien that was originally superior to the lien of the Mortgage or Deed of Trust.
10. To execute any other documents referred to in the above-mentioned documents or that are ancillary or related thereto or contemplated by the provisions thereof; and to do all things necessary or expedient to give effect to the aforesaid documents including, but not limited to, completing any blanks therein, making any amendments, alterations and additions thereto, to endorse which may be considered necessary by the Attorney, to endorse on behalf of the Trustee all checks, drafts and/or negotiable instruments made payable to the Trustee in respect of the documents, and executing such other documents as may be considered by the Attorney necessary for such purposes.

This Power of Attorney is effective from the date hereof until the earlier of (i) revocation by the Bank, (ii) with respect to a particular Agreement, the date the Attorney shall no longer be acting as Master Servicer in respect of such agreement; and (iii) March 26, 2011.



This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflict of laws principles.

All actions heretofore taken by said Attorney, which the Attorney could properly have taken pursuant to this Power of Attorney, be, and hereby are, ratified and affirmed.

IN WITNESS WHEREOF, The Bank of New York Mellon Trust Company, N.A. as successor in interest to JPMorgan Chase Bank, N.A. as Trustee under the Agreements, by its officers Rafael A. Herrera (Managing Director) and Joanne Murray (Vice President), thereunto duly appointed, has duly executed this Power of Attorney as of this 3rd day of September, 2008.

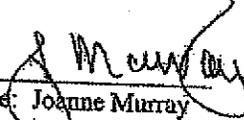
The Bank of New York Mellon Trust Company,  
National Association

By:



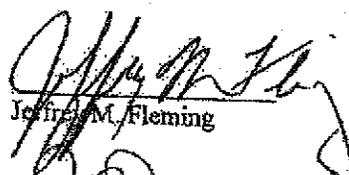
Name: Rafael A. Herrera  
Title: Managing Director

By:



Name: Joanne Murray  
Title: Vice President

Witness:



Jeffrey M. Fleming

Witness:



Rhonda Porch Wilson

ACKNOWLEDGEMENT

STATE OF TEXAS

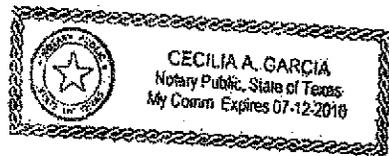
§  
§  
§

COUNTY OF HARRIS

Personally appeared before me the above-named Rafael A. Herrera known or proved to me to be the same person who executed the foregoing instrument and to be the Managing Director of The Bank of New York Mellon Trust Company, N.A., and acknowledged that s/he executed the same as her/his free act and deed and the free act and deed of The Bank of New York Mellon Trust Company, N.A..

Subscribed and sworn before me this 3rd day of September, 2008.

*Cecilia A. Garcia*  
NOTARY PUBLIC  
My Commission expires: 7-12-2010



ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF HARRIS

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Personally appeared before me the above-named Joanne Murray known or proved to me to be the same person who executed the foregoing instrument and to be the Vice President of The Bank of New York Mellon Trust Company, N.A., and acknowledged that s/he executed the same as her/his free act and deed and the free act and deed of The Bank of New York Mellon Trust Company, N.A..

Subscribed and sworn before me this 3rd day of September, 2008.

*Cecilia A. Garcia*  
NOTARY PUBLIC  
My Commission expires: 7-12-2010

