

*Record Return*

2004206

THIS DOCUMENT HAS BEEN  
RECORDED IN THE PUBLIC RECORDS  
OF INDIAN RIVER COUNTY FL  
BK: 2353 PG: 425, Page 1 of 3  
07/10/2009 at 12:07 PM, D DOCTAX PD  
\$399.00

JEFFREY K BARTON, CLERK OF COURT

This Instrument Was Prepared By:

**Aaminah Reynoso**

REO Closing Coordinator

LAW OFFICES OF DAVID J. STERN, P.A.

900 S. Pine Island Road , Suite 400

Plantation, FL 33324

File No.: 09-C26674

Tax Folio No.: 33-39-12-00037-0070-00003/0

### SPECIAL WARRANTY DEED

THIS INDENTURE, made this 17 day of April 2009 between **National City Real Estate Services, LLC** successor by merger to **National City Mortgage Inc., f/k/a National City Mortgage Co., successor by merger to National City Bank f/k/a National City Bank of Indiana** whose post-office mailing address is 3232 Newmark Dr., Miamisburg, OH 45342, hereinafter called the Grantor, and **MICHAEL GIAMBRO**, a single person, whose post-office mailing address is P.O. BOX 677, Southampton, NY 11969, hereinafter called the Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" include the parties to this instrument and their heirs, legal representatives and assignees of individuals, and assigns of corporations)

**WITNESSETH:** the Grantor, for and in consideration of the sum of TEN and 00/100 (\$10.00 ) DOLLARS and other good and valuable consideration, receipt whereof is hereby acknowledged by these presents, does grant, bargain and sell, alien, remise, release, convey and confirm unto the Grantee all that certain land, situate in Indian River County Florida, viz:

VILLA 7-C, TROPIC VILLAS SOUTH, A FEE SIMPLE TOWNHOUSE, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 14, VERO LAND COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 19, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; SAID LAND NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA; RUN NORTH ALONG THE EAST LINE OF THE AFORESAID LOT 14 AND 13 A DISTANCE OF 472.50 FEET TO A POINT WHICH LIES 185.00 FEET SOUTH OF THE NORTH LINE OF LOT 13 (ALSO BEING THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 33 SOUTH, RANGE 39 EAST); THENCE RUN SOUTH 89 °56" WEST ALONG A LINE WHICH LIES 185.00 FEE SOUTH AND PARALLEL TO THE NORTH LINE OF LOT 13 (ALSO BEING THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 33 SOUTH, RANGE 39 EAST) A DISTANCE OF 976.07 FEET; THENCE RUN SOUTH AND PERPENDICULAR TO THE NORTH LINE OF LOT 13, A DISTANCE OF 83.67 FEET TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING RUN SOUTH AND PERPENDICULAR TO THE NORTH LINE OF LOT 13, A DISTANCE OF 38.67 FEET; THENCE RUN EAST AND PARALLEL TO THE NORTH LINE OF LOT 13, A DISTANCE OF 32.67 FEET; THENCE RUN NORTH AND PERPENDICULAR TO THE NORTH LINE OF LOT 13, A DISTANCE OF 38.67 FEET; THENCE RUN WEST AND PARALLEL TO THE NORTH LINE OF LOT 13, A DISTANCE OF 32.67 FEET TO THE POINT OF BEGINNING.

Subject to: Restrictions, limitations, conditions, reservations, covenants and easements of record, if any; all applicable zoning ordinances; and taxes for the current year and all prior and subsequent years.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by,

\*\* THIS SPECIAL WARRANTY DEED IS BEING RE-RECORDED TO CORRECT SCRIVENERS ERROR

or under the Grantor.

Wherever the text in this Special Warranty Deed so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural.

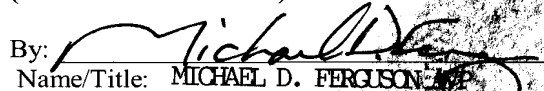
**IN WITNESS WHEREOF** the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer(s) thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered  
in our presence:

National City Real Estate Services, LLC successor by  
merger to National City Mortgage Inc., f/k/a  
National City Mortgage Co., successor by merger to  
National City Bank f/k/a National City Bank,  
of Indiana  
(CORPORATE SEAL)

  
Print Name: CAROLE M. STRONG

  
Print Name: KHOLA MIRZA

By:   
Name/Title: MICHAEL D. FERGUSON AVP

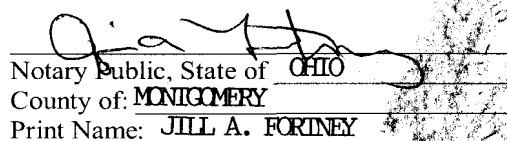
STATE OF OHIO  
COUNTY OF MONTGOMERY

The foregoing instrument was acknowledged before me this 17th day of April, 2009 by/as

MICHAEL D. FERGUSON AVP, for National City Real Estate

Services, LLC successor by merger to National City Mortgage Inc., f/k/a National City Mortgage Co., who  
executed same on behalf of the said corporation and who did take an oath. He/She is personally known to me or  
has produced \_\_\_\_\_ as identification.

successor by merger to National City Bank f/k/a National City Bank of Indiana

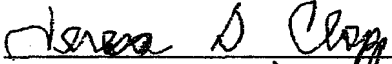
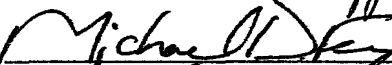

  
Notary Public, State of OHIO  
County of: MONTGOMERY  
Print Name: JILL A. FORTNEY

My commission expires:

**JILL A. FORTNEY, Notary Public  
In and For the State of Ohio  
My Commission Expires Mar. 30, 2011**

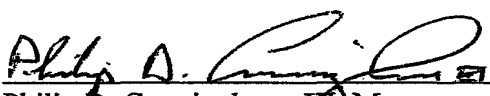
**CERTIFICATE  
OF  
NATIONAL CITY REAL ESTATE SERVICES LLC**

The undersigned, being the duly elected, qualified and acting Manager of National City Real Estate Services LLC, an Ohio limited liability company (the "Company"), does hereby certify to the Registry of Deeds that the following individuals are duly elected, qualified and now acting officers of the Company and are authorized to execute, certify, deliver, file and record all documents and instruments and to take or cause to be taken all such other action which in their judgment may be necessary or advisable for completion of the foreclosure:

<u>Office</u>	<u>Name</u>	<u>Signature</u>
Authorized Signer	Teresa S. Clopp	
Assistant Vice President	Michael D. Ferguson	
Assistant Vice President	Mark J. Rudisill	

I further hereby ratify any and all actions that have been taken on behalf of the Company by the above-mentioned individuals in connection with the foreclosure.

IN WITNESS WHEREOF, I hereby execute this Certificate as Manager of the Company on this 28<sup>th</sup> day of August, 2008.

  
Philip D. Cunningham, III, Manager

# National City<sup>®</sup> Mortgage

October 1, 2008

RE: Name Change

Dear Counsel:

**Effective October 1, 2008, National City Mortgage Co will be merged into National City Bank.**

National City Bank will originate, sell and service all loan production on and after the merger on October 1, 2008. All foreclosure actions for loans originated after October 1, 2008 should be in National City Bank.

The entity "National City Real Estate Services LLC sbm National City Mortgage, Inc. fka National City Mortgage Co" represents loan originations prior to January 1, 2005. It is acceptable to complete foreclosure actions and take title in National City Real Estate Services LLC if the origination was prior to January 1, 2005.

For loan originations between January 1, 2005 and September 30, 2008, it is acceptable for the following entities to be named in foreclosure actions and take title.

- National City Mortgage, a division of National City Bank
- Commonwealth United Mortgage, a division of National City Bank
- Commonwealth Mid-Atlantic Mortgage, a division of National City Bank
- FNMC, a division of National City Bank
- First of America Mortgage, a division of National City Bank
- AccuBanc Mortgage, a division of National City Bank
- AccuMortgage, a division of National City Bank

As explained in prior communications (and in practice since January 2005), ***National City Mortgage Co. should not hold title*** of Real Estate as a result of a foreclosure action. ***Effective October 1, 2008, no foreclosure actions should be in National City Mortgage Co.*** Title should be acquired in the name of National City Bank except as noted in the two previous paragraphs.

This entity change should in no way impact the business you do with National City and is provided so you are able to accurately carry out foreclosure actions on our behalf.

If you should have any questions regarding the consolidation, please contact **Becky Brown at 937-910-4360 or [becky.brown@ncmc.com](mailto:becky.brown@ncmc.com).**

I will host a conference call on Friday, October 3 at 1:00 EST. Please call 866-713-2777 with participant passcode 8677933.

Sincerely,

Becky Brown  
Vice President