

*Record-Returns*

This Instrument Was Prepared By:

Stacey Newman

REO Closing Coordinator

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

900 S. Pine Island Road , Suite 400

Plantation, FL 33324

File No.: 09-C30420

Tax Folio No.: 33-39-09-00027-0000-00031-0

### SPECIAL WARRANTY DEED

THIS INDENTURE, made this 25th day of September, 2009 between DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE , whose post-office mailing address is One Meridian Crossing, Ste 100, Minneapolis, MN 55423, hereinafter called the Grantor, and DENNIS S. MIGUELES and REBECCA M. MIGUELES, husband and wife, whose post-office mailing address is 1289 Tan Oak Place, Vero Beach, FL 32966, 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:

LOT 31, THE OAKS OF VERO, P.D PHASE 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 17, PAGE 38, 38A THROUGH 38C, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA

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, through or under the Grantor.

Pursuant to the provisions of Sec. 689.071, F.S., the within named Trustee has the power and authority to protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the above-described real property.

The undersigned Agent further states that the attached Power of Attorney has not been heretofore revoked by the Principal and is still in full force and effect.

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:

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE

[Signature]  
Print Name: Marlon Brown

[Signature]  
Print Name: Tommy Hargraves

(CORPORATE SEAL)

By: Residential Funding Company, LLC  
Its Attorney In-Fact pursuant to Power of Attorney attached hereto.

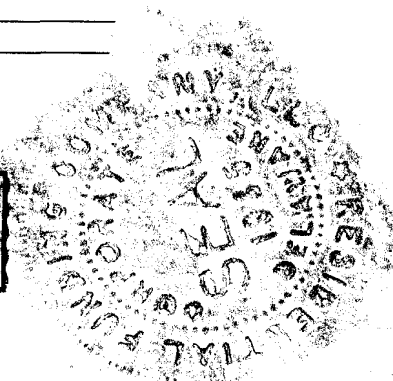
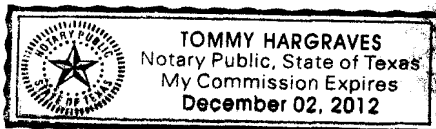
By: [Signature]  
Name/Title: Jamey Davis, PMASD

STATE OF Texas  
COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 25 day of September, 2009 by/as Jamey Davis, PMASD of Residential Funding Company, LLC as Attorney In-Fact for DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE, 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.

[Signature]  
Notary Public, State of \_\_\_\_\_  
County of: \_\_\_\_\_  
Print Name: \_\_\_\_\_

My commission expires:



**RESIDENTIAL FUNDING COMPANY, LLC**  
**CERTIFICATE OF ASSISTANT SECRETARY**

I, Carolyn B. Traczykiewicz, Assistant Secretary of Residential Funding Company, LLC (the "Company"), hereby certify that the following is a true and correct copy of the resolution(s) adopted by the Board of Directors of the Company by the Unanimous Written Consent dated April 7, 2009, which resolution(s) I certify to be in full force and effect on the date hereof.

WHEREAS, the Company has entered into a Client Contract with The First American Corporation ("First American");

WHEREAS, management of the Company recommends that certain individuals within First American be delegated signature authority for the sole purpose of facilitating the sale of properties ("REO Properties") acquired by trustee's sale, foreclosure, deed-in-lieu of foreclosure or similar process and serviced by or on behalf of the Company;

THEREFORE, BE IT

RESOLVED, that the employees of First American listed below are solely authorized to execute the following documents on behalf of the Company:

- a. Purchase and sale contracts and other related documents necessary for the sale of REO Properties owned or serviced by or on behalf of the Company;
- b. Warranty deeds, special warranty deeds, quit claim deeds or the equivalent thereof, and other related closing documents necessary for the transfer of title to REO Properties owned or serviced by or on behalf of the Company;

RESOLVED, that the following named employees of First American are hereby designated as authorized signatories of the Company for the sole purpose of executing the documents referenced above, with the authorized signatory title set forth opposite their names:

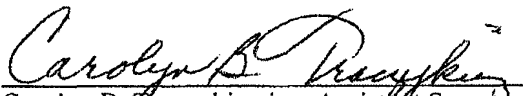
Kristen Songrath	Processing Management Junior Officer
Mark Via	Processing Management Junior Officer
Marvin Henkes	Processing Management Assistance Junior Officer
Cecilia Ramirez	Processing Management Assistance Junior Officer
Jamey Davis	Processing Management Assistance Junior Officer
Amanda Roberts	Processing Management Assistance Junior Officer
Charlotte Elliott	Processing Management Assistance Junior Officer
Mark Jones	Processing Management Assistance Junior Officer
Maria Carrillo	Processing Management Assistance Junior Officer

RESOLVED, that the foregoing resolutions replace any previous resolutions approved by the Board of Directors of the Company relating to the same subject matter.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed hereto the Company Seal

this 21<sup>st</sup> day of April, 2009.

(Seal)

  
Carolyn B. Traczykiewicz, Assistant Secretary

After Recording Mail To:  
GMAC ResCap  
One Meridian Crossings, Suite 100  
Minneapolis, MN 55423  
ATTN: Lisa Magnuson 03-08-60

### Limited Power of Attorney

Return Document To: US Recordings, 2925 Country Drive, St. Paul, Minnesota USA 55117  
Prepared by: Peggy Jordan, US Recordings, 2925 Country Drive, St. Paul, Minnesota USA 55117

#### KNOW ALL MEN BY THESE PRESENTS,

That Deutsche Bank Trust Company Americas (formerly known as Bankers Trust Company), as Trustee (together with its successors and assigns, the "Trustee") under Pooling and Servicing or Indenture Agreements pursuant to which Residential Funding Company, LLC, acts as Master Servicer, and such Trustee being, a New York Banking Corporation organized and existing under the laws of the State of New York, c/o Deutsche Bank National Trust Company having an office located at 1761 East St. Andrew Place, in the City of Santa Ana, State of California, 92705, has made, constituted and appointed, and does by these presents make, constitute and appoint Residential Funding Company, LLC, a limited liability company organized and existing under the laws of the State of Delaware, its trust and lawful Attorney-in Fact, with full power and authority to sign, execute, acknowledge, deliver, file for record, and record any instrument on its behalf and to perform such other act or acts as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust ( the "Mortgages" and the "Deeds of Trust", respectively) and promissory notes secured thereby (the "Mortgages Notes") for which the undersigned is acting as Trustee for various certificate holders pursuant to certain Pooling and Servicing Agreements, specified on Exhibit A hereto (the "Agreements") ( whether the undersigned is names 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 for which Residential Funding Company, LLC is acting as master servicer.

This appointment shall apply to the following enumerated transactions only:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or 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 and otherwise conforms to the terms of the applicable Agreement.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in Favor of a public utility company or a government agency or unit with power of eminent domain; this section shall include, without limitation, the execution of partial satisfaction/releases, partial reconveyances or the execution of requests to trustees to accomplish same.
3. 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.
4. 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. Statements of breach or non-performance;
  - c. Notices of default;

- d. Cancellations/rescissions of notices of default and/or notices of sale;
  - e. The taking of a deed in lieu of foreclosure; and
  - f. Such other documents and action as may be necessary under the terms of the Mortgage, Deed of Trust of state law to expeditiously complete said transactions.
5. 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 of real estate owned.
  6. The completion of loan assumption agreements.
  7. The full satisfaction/ release of a Mortgage or Deed of Trust or full reconveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
  8. 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 pursuant to the requirements of a Residential Funding Corporation Seller Contract, including, without limitation, by reason of conversion of an adjustable rate mortgage loan from a variable rate to a fixed rate.
  9. 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.
  10. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property."

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 of 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 that said Attorney-in Fact shall lawfully do or cause to be done by authority hereof.

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 of attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Master Servicer to the Trustee under the Agreements, or (ii) be construed to grant the Master Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Deutsche Bank Trust Company Americas except as specifically provided for herein. If the Master Servicer receives any notice of suit, litigation or proceeding in the name of Deutsche Bank Trust Company Americas or Bankers Trust Company, then the Master Servicer shall promptly forward a copy of same to the Trustee.

The Master Servicer hereby agrees to indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all third party 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 the Master Servicer 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 New York, without regard to conflicts of law principles of such state.

This limited power of attorney is not intended to extend the powers granted to the Master Servicer under the Agreements or to allow the Master Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreements.

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 has not been revoked unless and instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, Deutsche Bank Trust Company Americas, 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 \_\_\_\_\_ day of SEP 09 2006.

Witness 1: Christopher Corcoran

Deutsche Bank Trust Company Americas,  
formerly known as Bankers Trust Company,  
as Trustee

By:

Witness 2: Stephen Hessler

Ronaldo Reyes, Vice President

Acknowledged and Agreed  
Residential Funding Company, LLC

Lisa Magnuson  
~~Sharon Beidel, Vice President~~ LISA MAGNUSON, Limited Signing Officer

STATE OF California )  
COUNTY OF Orange ) SS

Thomas J. Baldwin

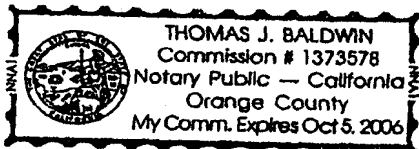
On SEP 09 2006 before me, \_\_\_\_\_ personally appeared Ronaldo Reyes, Vice President. Personally known to me OR proved to me on this basis of satisfaction evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entirety upon behalf of which the person(s) acted, executed the instrument in the city of Santa Ana, County of Orange, State of California.

CAPACITY CLAIMED BY SIGNER

Individual \_\_\_\_\_ Attorney-in Fact \_\_\_\_\_ Other: \_\_\_\_\_  
XXX Corporate Officers \_\_\_\_\_ XXX Trustee(s) \_\_\_\_\_

Signer is representing: Deutsche Bank Trust Company Americas

WITNESS my hand and official seal



Thomas J. Baldwin  
My Commission (Expires)(Is): OCT 05 2006