# SPECIAL WARRANTY DEED

Davidson County DEEDWARR
Recvd: 06/09/03 16:44 6pgs
Fees:33.00 Taxes:222.00
20030609-0079520

THIS INDENTURE, made and entered into this 28 day of May, 2003, by and between First Bank National Association Trust U/A dated 5/1/96 (EQCC Home Equity Loan Trust 1996-2), by and through its attorney in fact Fairbanks Capital Corporation, parties of the first part, and Marvin Cook*, parties of the second part.

* an unmarried man and Barbara Cook, an unmarried woman, Joint Tenants w/ Rights of Survivorship

WITNESSETH: That for and in consideration of $10.00, cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part of the following described real estate, situated and being Nashville, County of Davidson, State of Tennessee.

Land in Davidson County, Tennessee, being Lot No. 685 on the Plan of Section Four, Parkwood Estates, of record in Plat Book 3300, Page 79 and 80, Register's Office for said County.

Said Part of Lot No. 685 fronts 68.0 feet on the Southerly margin of Doverside and extends back 162.33 feet on the Easterly line and 198.24 feet on the Westerly line which is broken to a dead line in the rear being the Northerly margin of Briley Parkway, measuring 101.6 feet thereon.

Excluded from this conveyance is property deeded to the Metropolitan Government of Davidson County of record in Book 5004, page 470, said Register's Office of Davidson County.

Being all of the same property conveyed to First Bank National Association Trust U/A dated 5/1/96 (EQCC Home Equity Loan Trust 1996-2) by Substitute Trustee's Deed of record in Instrument No. 20021211-0152610, Register's Office Davidson County, Tennessee.

THIS CONVEYANCE IS SUBJECT TO: 1) Current years taxes which have been prorated and assumed by the Grantee(s); 2) All restrictions of record; 3) All easements of record; 4) All visible easements; 5) All matters appearing on the plan of record; 6) All applicable government and zoning regulations.

**For authority to execute this instrument, see attached exhibit "A"**

**PARCEL NO. 050-14-0-068.00**

Property also known as: 3212 Doverside Drive
Nashville, Tennessee 37207

**THIS PROPERTY IS BEING SOLD "AS IS", WHERE IS", NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED.**

TO HAVE AND TO HOLD The aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second party, their heirs and assigns in fee simple forever.

The said parties of the first part does hereby covenant with the said parties of the second part that they are lawfully seized in fee of the aforedescribed real estate; that they have a good right to sell and convey the same; that the same is unencumbered.

This is a Special Warranty Deed & is warranted by the Seller through & under it only, but not otherwise. The property is subject to any subdivisions restrictions, building lines, easements of record and 2003 City and County Real Estate taxes, not yet due and payable.

WITNESS the signature of the said party of the first part the day and year first above written.

First Bank National Association Trust U/A
dated 5/1/96 (EQCC Home Equity Loan
Trust 1996-2) Fairbanks Capital Corp. as Attorney in Fact

BY: _____

ITS: JOYCE KINDSVOGEL, DOC. CONTROL OFFICER

STATE OF Utah
COUNTY OF Salt Lake

Before me, a Notary Public in the State and County aforesaid, appeared Joyce Kindsvogel with whom I am personally acquainted an who upon oath, acknowledged himself/herself to be the Doc Control Officer of Fairbanks Capital Corp. AS ATTORNEY IN FACT for First Bank National Association Trust U/A dated 5/1/96 (EQCC Home Equity Loan Trust 1996-2), the within named bargainor, a corporation, and that he/she as such Doc Control Officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such Doc Control Officer

WITNESS my hand an Official Seal this 28th day of May, 2003.

_____
Notary Public

My Commission Expires: 1/18/06

NOTARY PUBLIC
VALINA RADTKE
3815 South West Temple
Salt Lake City, Utah 84115
Commission Expires
January 18, 2006
STATE OF UTAH

STATE OF Utah
COUNTY OF Salt Lake

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $$60,000.00, which amount is equal or greater than the amount which property transferred would command at a fair and voluntary sale.

Affiant
JOYCE KINDSVOGEL, DOC. CONTROL OFFICER

Subscribed and sworn to before me this the 28th day of May, 2003.

Notary Public

NOTARY PUBLIC
VALINA RADTKE
3615 South West Temple
Salt Lake City, Utah 84115
Commission Expires
January 18, 2006
STATE OF UTAH

My Commission Expires:
1/18/06

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## (FOR RECORDING DATA ONLY)

Property Address:
3212 Doverside Drive
Nashville, Tennessee 37207

New Owner & Mail Tax Bills To:

Marvin Cook
PO Box 148761
Nashville, TN 37214

This Instrument Prepared By://RETURN TO:
Jack Case Wilson Title Associates, LLC
7100 Executive Center Drive, Ste. 150.00
Brentwood, TN 37027
615-373-3376

File No: f-1022

attached Exhibit A

RECORDED RETURN TO:
Fairbanks Capital Corp.
Document Control Department
P.O. Box 65250
Salt Lake City, UT 84165-0250

8174969
03/13/2002 02:59 PM 14.00
Book - 8576 Pg - 850-852
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FAIRBANKS CAPITAL CORP
PO BOX 65250
SLC UT 84165
BY: ZJM, DEPUTY - WI 3 P.

SLC ut 84165 ZJM

# LIMITED POWER OF ATTORNEY

8174969

Pursuant to the terms of each Pooling and Servicing Agreement (each a "Servicing Agreement") identified in Exhibit "A" hereto, U.S. BANK NATIONAL ASSOCIATION, co-trustee with BANK OF AMERICA, N.A., successor to Bank of America Illinois (collectively, the "Trustee") of the trust (the "Trust") established under each Servicing Agreement, hereby constitutes and appoints FAIRBANKS CAPITAL CORP., a Utah corporation and residential mortgage loan servicer (the "Servicer"), as its true and lawful attorney-in-fact and in its name, place and stead to take the following designated actions with respect to any mortgage loan (each, a "Mortgage Loan") or other asset held by a Trust:

1. To ask, demand, sue for, collect and receive all sums of money, debts or other obligations of any kind with respect to a Mortgage Loan which are now or shall after this date become due, owing or payable, or otherwise belong to the Trustee; to settle and compromise any of such debts or obligations that may be or become due to the Trustee; to endorse in the name of the Trustee for deposit in the appropriate account any check payable to or to the order of the Trustee; in each case with respect to a Mortgage Loan.

2. To make demand(s) on behalf of the Trustee upon any or all parties liable on a Mortgage Loan; to declare defaults with respect to a Mortgage Loan; to give notices of intention to accelerate to give notices of acceleration and any other notices as Servicer deems reasonably necessary or appropriate; to post all notices as required by law and the documents securing a Mortgage Loan in order to foreclose such Mortgage Loan; to handle all aspects of foreclosure on behalf of the Trustee including but not limited to conducting the foreclosure sale, bidding for the Trustee and executing all documents, including all deeds and conveyances, needed to effect such foreclosure sale and/or liquidation and transfer of REO property; to execute documents or instruments in connection with any bankruptcy or receivorship of a mortgagor on a Mortgage Loan; to file suit and prosecute legal actions against all parties liable for past due amounts under a Mortgage Loan, including but not limited to any deficiency amounts due following foreclosure; and/or to take such other actions and exercise such rights which may be taken by Trustee under the terms of any Mortgage Loan including, but not limited to, satisfaction of mortgage, foreclosure, eviction, unlawful detainer or similar dispossessory proceeding, sale, taking possession of, release of security instruments, realization upon all or any part of a Mortgage Loan or any collateral therefor or guaranty thereof.

3. To assign, convey, accept, or otherwise transfer Trustee's interest in any Mortgage Loan.

4. To perform all other acts and do all other things as may be necessary or convenient to manage and service the Mortgage Loans under the terms of the Servicing Agreement.

This instrument is to be construed and interpreted as a Limited Power of Attorney regarding a Mortgage Loan. The enumeration of specific items, acts, rights and powers is not intended to, nor does it give rise to and it is not to be construed as a general power of attorney.

The rights, powers and authority of the Servicer as attorney-in-fact of the Trustee under this Limited Power of Attorney shall commence on the date of execution hereof and shall remain in full force and effect as a Limited and Revocable Power of Attorney which may be revoked at any time by the Trustee.

This Limited Power of Attorney shall be governed by and construed in accordance with the laws of the State of Illinois.

BK8576PG0850

IN WITNESS WHEREOF co-trustee U.S. Bank National Association has hereunto caused this Limited Power of Attorney to be executed by its duly authorized representatives on this 8th day of February 2002.

U.S. Bank National Association, Trustee

By: Melissa A Rosal
Name: Melissa A. Rosal
Title: Vice President

On February 8, 2002, before me personally appeared Melissa A. Rosal who is known to me (or proved to me on the basis of satisfactory evidence) to be one of the persons whose name is subscribed to the preceding Limited Power of Attorney and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature immediately above, U.S. Bank National Association, executed this Limited Power of Attorney.

WITNESS my hand and official seal.

Jacqueline Rios
Notary Public

IN WITNESS WHEREOF co-trustee Bank of America N.A. has hereunto caused this Limited Power of Attorney to be executed by its duly authorized representatives on this 20 day of February 2002.

Bank of America, N.A.

By: E. Thelander Judy Pei
Name: ERNESTINE THELANDER JUDY PEI
Title: Vice President Assistant Secretary

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES ss )

On February 20, 2002, before me personally appeared Ernestine Thelander, JUDY PEI each of whom is known to me (or proved to me on the basis of satisfactory evidence) to be one of the persons whose name is subscribed to the preceding Limited Power of Attorney and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature immediately above, Bank of America, N.A., executed this Limited Power of Attorney.

WITNESS my hand and official seal.

Margaret C. Coch
Notary Public

MARGARET C. COCH
COMM. # 1178215
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
COMM. EXP. APRIL 2, 2002

BK8576PG0851

**Exhibit A To**

**U.S. Bank National Association - Fairbanks Capital Corp.**
**Limited Power of Attorney**

1. Pooling and Servicing Agreement Dated as of May 1, 1995 EQCC RECEIVABLES CORPORATION EQCC ASSET BACKED CORPORATION (Depositors) and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer) and BANK OF AMERICA ILLINOIS (Trustee) EQCC Home Equity Loan Asset Backed Certificates, Series 1995-2

2. Pooling and Servicing Agreement Dated as of August 1, 1995 EQCC RECEIVABLES CORPORATION EQCC ASSET BACKED CORPORATION (Depositors) and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer) and BANK OF AMERICA ILLINOIS (Trustee) EQCC Home Equity Loan Asset Backed Certificates, Series 1995-3

3. Pooling and Servicing Agreement Dated as of November 1, 1995 EQCC RECEIVABLES CORPORATION EQCC ASSET BACKED CORPORATION (Depositors) and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer) and BANK OF AMERICA ILLINOIS (Trustee) EQCC Home Equity Loan Asset Backed Certificates, Series 1995-4

BK8576PG0852