Box 17

Instrument prepared by:
Wilson and Associates, P.L.L.C.
1521 Merrill Drive, Suite D-220
Little Rock, Arkansas 72211
V2004-022
V2004-022

Davidson County DEEDWARR
Recvd: 10/28/04 12:26 7pgs
Fees:38.00 Taxes:462.50
20041028-0129736

SPECIAL WARRANTY DEED
(Corporation)

Special warranty deed made on the 15th day of October 2004, by MTGLQ Investors, LP, Grantor.

Grantor, being duly authorized by resolution of its board of directors or otherwise, hereby conveys to Golle Ahmed,* Grantee, the following land in Davidson County, Tennessee:

* and husband, Rashid Ahmed

Being Lot No. 68 on the plan of Hickory Woods, Section One, Hickory Woods East, as of record in Book 6900, page 510, Register's Office for Davidson County, Tennessee to which plan reference is hereby made for a more complete and accurate description.

Being the same property conveyed to MTGLQ Investors, LP by Trustee's Deed from Wilson & Associates, PLLC as Successor-Trustee, filed for record June 11, 2004 as instrument number 20040611-0069492, Registers Office for Davidson County, Tennessee.

Commonly known as:4937 Hickory Woods East, Antioch, TN 37013

TO HAVE AND TO HOLD the said real property above described, together with the privileges and appurtenances and hereditaments thereunto belonging or in any way appertaining unto Grantee and unto his heirs and assigns forever.

Grantor covenants that it is seized and possessed of the said land and has a right to convey it, and warrants the title against the lawful claims of all persons claiming by, through, and under it, but not further otherwise.

IN WITNESS WHEREOF, this indenture is executed in the name of the Grantor on the day and year first above written.

MTGLQ Investors, LP

BY: _____

SEE ATTACHED AMENDMENT AND ASSIGNMENT AS "EXHIBIT A"

Acknowledgment

State of CALIFORNIA
) **ss.**
County of ORANGE

On this day before me, a Notary Public, personally appeared DAVID BMIHALEK, **to me personally well-known, who acknowledged that he/she is the** VP, **of MTGLQ Investors, LP, a corporation, and that he/she, as such officer, being authorized so to do, has executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such officer.**

Witness my hand and seal this 15th **day of October 2004.**

_____
Notary Public

My commission expires: JAN 17 2006

_____
(Seal)

SHELLY A. STEINKER
Commission # 1340107
Notary Public - California
Orange County
My Comm. Expires Jan 17, 2006

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, $120,000.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

*$125,000.00

Affiant

Subscribed and sworn to before me this 15 **day of** October **, 2004.**

Notary Public

My commission expires: JAN 17 2006

(Seal)

SHELLY A. STEINKER
Commission # 1340107
Notary Public - California
Orange County
My Comm. Expires Jan 17, 2006

Send Tax Bills to:

Property owner and party responsible for payment of taxes:
Golle Ahmed
4937 Hickory Woods East
Antioch, TN 37013

Parcel #176-05-0-014.00

Return to:
Associates Closing & Title – HURON
11501 Huron Lane
Little Rock, AR 72211

"EXHIBIT A"

AMENDMENT AND ASSIGNMENT

AMENDMENT AND ASSIGNMENT (this "Amendment and Assignment"), dated as of August __, 2004, by and among Nations First, Inc., ("Nations"), Goldman Sachs Mortgage Company ("GS") and MTGLQ Investors, L.P. ("MTGLQ").

WITNESSETH:

WHEREAS, GS and Nations entered into that certain Property Management and Marketing Agreement (the "Agreement") as of August 27, 2003; and

WHEREAS, GS desires to assign all of its rights and obligations under the Agreement to MTGLQ and MTGLQ desires to assume all of such rights and obligations (the "Assignment and Assumption"); and

WHEREAS, pursuant to Section 20(b) of the Agreement, GS and Nations desire to amend the Agreement to reflect the Assignment and Assumption.

NOW, THEREFORE, the parties hereby agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

2. Assignment and Assumption. GS hereby assigns all of its rights and obligations under the Agreement to MTGLQ and MTGLQ hereby agrees to assume such rights and obligations. The parties hereto agree that all references to "GS" in the Agreement shall be replaced by "MTGLQ".

3. Representation. MTGLQ is a Delaware limited partnership, validly existing under the laws of Delaware; and has the full limited partnership power and authority to execute and deliver this Amendment and Assignment and to execute and perform its obligations as assignee under the Agreement, including executing the transactions contemplated by the Agreement.

4. Notices, Etc. Section 20(a) of the Agreement is hereby deleted and replaced in its entirety by:

> "(a) All notices under this Agreement shall be in writing and shall be deemed effective when received by the respective party at the address set forth below, or at such other address as that party may specify to the other by notice as provided herein:
>
> **If to:**
> MTGLQ
> Attn: Linda Peterson
> 100 2nd Av. S.
> Suite 200N
> St. Petersburg, FL. 33701
>
> **If to:**
> Nations First, Inc.
> Attn: David B. Mihalczo
> 901 Calle Amanecer,
> Suite 120,
> San Clemente, CA 92672

Payments may be made to MTGLQ to the following account:

Bank:	Citibank, NY
ABA#:	021000089
Beneficiary:	MTGLQ INVESTORS L.P.
Account #:	40727298
Ref:	Nations REO Servicing

5. Further Action. The parties agree upon request to execute any further documents or instruments and to take any other action necessary to carry out the purposes of this Amendment and Assignment.

6. Representation of GS. Section 3 of the Agreement is hereby deleted in its entirety and replaced with the following:

> MTGLQ is a Delaware limited partnership, validly existing under the laws of Delaware; and has the full limited partnership power and authority to execute and deliver this Agreement and to perform its obligations in accordance herewith; the execution, delivery and performance of this Agreement by MTGLQ and the consummation of the transactions contemplated hereby have been duly and validly authorized; this Agreement evidences the valid, binding and enforceable obligation of MTGLQ, except as enforceability may be limited by (i) bankruptcy, insolvency, liquidation, receivership, moratorium, reorganization, or other similar laws affecting the enforcement of the rights of creditors in a proceeding in equity or at law; and all requisite action has been taken by MTGLQ to make this Agreement valid and binding upon MTGLQ in accordance with its terms.

7. Scope of Amendment and Assignment. In all other respects, the remaining terms of the Agreement shall remain unchanged and in full force and effect.

8. Power of Attorney. Annex F to the Agreement is deleted and replaced in its entirety by Annex A to this Amendment and Assignment. Any Power of Attorney executed on behalf of Nations in accordance with Section 19 of the Agreement (each, a "GS POA") is hereby rescinded by GS and shall be of no further force or effect. Nations shall, as soon as practicable, replace any GS POA on file with any governmental authority with a new Power of Attorney executed by MTGLQ in accordance with the Agreement, as amended hereby.

9. Counterparts. This Amendment and Assignment may be executed in two or more counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute one and the same document.

10. Governing Law. This Amendment and Assignment shall be governed by, and interpreted in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, this Amendment and Assignment executed on behalf of the parties hereto by their respective duly authorized officers, all as of the date first above written.

GOLDMAN SACHS MORTGAGE COMPANY

By: Goldman Sachs Real Estate Funding Corp., its general partner

By:_____

MTGLQ INVESTORS, L.P.

By: MLQ, L.L.C., its general partner

By:_____

NATIONS FIRST, INC.

By:_____

ANNEX A

Annex F

Form of Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that MTGLQ Investors, L.P. ("MTGLQ") in order to carry out the intent and purposes of that certain Property Management and Marketing Agreement ("Agreement") dated the 27th day of August, 2003, as amended by the Amendment and Assignment dated as of August [_], 2004, between Nations First, Inc. ("Nations") and MTGLQ, and in accordance with the provisions of the Agreement, does hereby irrevocably appoint Nations and its officers, employees and agents (hereinafter "Servicer"), as its true and lawful attorney-in-fact, with full power of substitution to execute, acknowledge, seal and deliver contracts, deeds and instruments of sale, conveying and transferring title of the Managed Properties to third party purchasers, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting closing documents, including but not limited to HUD-1 settlement statements, as may be necessary or appropriate to effect their execution, delivery, conveyance, recordation or filing, insofar as such actions are in compliance with and in furtherance of Nations's obligations under the Agreement. MTGLQ further grants to the Servicer full authority to act in any manner both proper and necessary to exercise the foregoing power, and ratifies every act that Nations may lawfully perform in exercising that power by virtue hereof.

Capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in the Agreement.