Ret

First American Title
100 Bluegrass Commons Blvd.
Suite 115
Hendersonville, TN 37075

Instrument prepared by:
Wilson and Associates, P.L.L.C.
1521 Merrill Drive, Suite D-220
Little Rock, Arkansas 72211
V2024-399
Loan# 1134003948

Davidson County DEEDWARR
Recvd: 02/02/05 12:46 6 pg
Fees:33.00 Taxes:306.73

20050202-0012294

SPECIAL WARRANTY DEED
(Corporation)

Special warranty deed made on the 24th day of ~~December~~ January, 2005, ~~2004~~, by Liquidation Properties, Inc., Grantor, by its duly authorized attorney in fact.

Grantor, being duly authorized by resolution of its board of directors or otherwise, hereby conveys to Todd Bornstein and Elizabeth Mekina, Grantees, the following land in Davidson County, Tennessee:

Described property located in Davidson County, Tennessee, to wit:

Lot Number 31-B, Zone Lot Division of Lots 31, 39, and 40, Lakeview Hills, Section two, of record in Plat Book 6250, Page 325, amending Plat Book 5800, Page 137, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

Being the same property conveyed to Liquidation Properties, Inc. by Quitclaim Deed from Union Planters Bank, N.A. filed for record 2.2.05 as instrument number 20050202 - 0012293, Registers Office for Davidson County, Tennessee.

Commonly known as: 3243 Priest Woods Drive, Nashville, TN 37214.

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 Grantees and unto their 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.

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, $82,900.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Ami Curtis

Affiant

Ami Curtis
Assistant
Vice President

Subscribed and sworn to before me this 29 day of December 2004.

Susan A Mautz

Notary Public

My commission expires:

1-23-08

(Seal)

SUSAN A. MAUTZ
NOTARY PUBLIC
FREDERICK CO., MD

SUSAN A. MAUTZ
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires January 23, 2008

Property owner and party responsible for payment of taxes:
Todd Bornstein and Elizabeth Mekina
3243 Priest Woods Drive
Nashville, TN, 37214

Map No. 108-16-0 288.00

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

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

Liquidation Properties, Inc. by its duly authorized attorney-in-fact Wells Fargo Bank, NA
(See Exhibit A)

BY: _____

IT'S: Ami Curtis
Assistant
Vice President

Acknowledgment

State of Maryland

County of Frederick **ss.**

On this day before me, a Notary Public, personally appeared Amie Curtis **, to me personally well-known, who acknowledged that he/she is the** AVP **of Wells Fargo Bank, NA, a corporation, as attorney-in-fact for Liquidation Properties, Inc., 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 as such attorney-in-fact by himself/herself as such officer.**

Witness my hand and seal this 29 **day of December 2004.**

_____
Notary Public

SUSAN A. MAUTZ
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires September 23, 2008

My commission expires:
9-23-08

(Seal)

SUSAN A. MAUTZ NOTARY PUBLIC FREDERICK CO. MD

EXHIBIT A

Limited Power of Attorney

This Limited Power of Attorney is executed as of October 28, 2004, by Liquidation Properties Inc. having an office at 390 Greenwich Street, New York, NY10013 ("Owner"), appointing as attorney-in-fact Wells Fargo Bank N.A successor by merger to Wells Fargo Home Mortgage Inc having an office at 1 Home Campus, Des Moines, IA 50328 ("Wells").

RECITALS:

A. Owner and Wells entered into a Subservicing Agreement ("Servicing Agreement") effective as of December 1, 2003, pursuant to which Wells will service certain mortgage loans and/or REO Properties as more particularly described on the schedule provided to Wells by Owner (collectively, "Mortgage Loans") on behalf of the Owner;

B. In connection with Well's performance of such functions, Wells has requested that the Owner authorize Wells to execute certain documents on the Owner's behalf as further described herein.

Wells is authorized to act as attorney-in-fact in the following limited circumstances:

Owner hereby appoints Wells as its attorney-in-fact, with full power of substitution, to exercise at any time all or any of the following powers: (i) to execute on behalf of Owner any documents or instruments necessary to collect payments against, to liquidate or cancel any mortgage subject to the Servicing Agreement in accordance with such Servicing Agreement, and to otherwise manage and service the Mortgage Loans and properties in accordance with the Servicing Agreement; (ii) to execute on behalf of Owner any assignments, documents or instruments necessary to assign, convey, or otherwise transfer its interest in the Mortgage Loans as per the Servicing Agreement;(iii) to execute documents on behalf of Owner in connection with any bankruptcy or receivership of a mortgagor whose Mortgage Loan is subject to the Servicing

Agreement; (iv) to execute on behalf of Owner any documents necessary to carry out foreclosure of any mortgaged property securing a Mortgage Loan subject to the Servicing Agreement, (v) to execute on behalf of the Owner any necessary documents to effectuate an eviction, unlawful detainer or similar dispossessory proceeding, and (vi) to execute on behalf of Owner any documents necessary for the offer, listing, closing of sale and conveyance of real estate owned ("REO") property in accordance with the terms of the Servicing Agreement. This limited power of attorney is not intended to extend the powers granted to Wells under the Servicing Agreement or to allow Wells to take any action with respect to a Mortgage Loan not authorized by the Servicing Agreement.

C. Owner represents that any bank, title company, courts, governmental agencies, or other institutions may rely on this Limited Power of Attorney in honoring the acts of Wells hereunder.

D. Wells hereby agrees to indemnify and hold the Owner and its directors, officers, employees and agents harmless from and against any and all 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 Wells of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney.

E. This Limited Power of Attorney is entered into and shall be governed by the laws of the state of New York. To the extent permitted by other applicable law, the terms and provisions of this Agreement shall control in the event of any conflict between such terms or provisions.

F. This Limited Power of Attorney shall terminate on the termination of the Servicing Agreement and shall not apply to a Mortgage Loan that has been transferred into a security or otherwise conveyed to a third party by Owner.

IN WITNESS WHEREOF, the parties have executed this Limited Power of Attorney on the day and year first above written.

Liquidation Properties Inc.

By: Michele M. Moffat

Title: Vice President

Witness:

Name: BRIAN APPELL

Witness:

Name: SCOTT SCHNOWDER

STATE OF NEW YORK)
: ss.
COUNTY OF RICHMOND)

On the 10/28/2004, before me, a Notary Public in and for said State, personally appeared MICHELE MOFFAT of Liquidation Properties Inc. personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the preceding instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons or the entities upon behalf of which the persons acted, executed the instrument as of 10/28/2004

WITNESS my hand and official seal.

Mary Ann DiMaggio

Notary Public

MARY ANN DIMAGGIO
Notary Public, State of New York
No. 43-4913765
Qualified in Richmond County
Commission Expires January 31, 2007 1/31/07