Instrument prepared by:
Wilson and Associates, P.L.L.C.
1521 Merrill Drive, Suite D-220
Little Rock, Arkansas 72211
V2024-158
REO# 1170006278

Davidson County DEEDWARR
Recvd: 02/16/05 15:17 7 pgs
Fees:38.00 Taxes:502.83
20050216-0017851

SPECIAL WARRANTY DEED
(Corporation)

Special warranty deed made on the _____ day of January 2005, by REO Management 2002 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 Edward Fedorovich, Grantee, the following land in Davidson County, Tennessee:

Land in Davidson County, Tennessee, being Lot Number 168 on the Plan of Villages of Brentwood, Phase Two, a Planned Unit Development, as of record in Book 6250, page 169, Register's Office for said County, to which said plan reference is hereby made for a more complete and accurate legal description thereof. Being the same property conveyed to the Grantor(s) herein by Deed of even date and being filed for record simultaneously herewith.

Being that same property conveyed to REO Management 2002 Inc. by Quitclaim Deed from Wells Fargo Home Mortgage, Inc., filed on _____ as 20050216-0017850, in the records of Davidson County, Tennessee.

Commonly known as: 5140 Village Trace, Nashville, TN 37211.

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.

REO Management 2002 Inc., by its duly authorized attorney-in-fact Wells Fargo Bank, N.A.

BY: _____

IT'S: Ami Curtis Assistant Vice President

Acknowledgment

State of Maryland

) ss.

County of Frederick

On this day before me, a Notary Public, personally appeared Ami L Curtis **, to me personally well-known, who acknowledged that he/she is the** AVP **of Wells Fargo Bank, N.A., a corporation, as attorney-in-fact for REO Management 2002 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 6 **day of January 2005.**

Susan A Mantz

Notary Public

My commission expires:

_____

(Seal)

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, $135,900.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

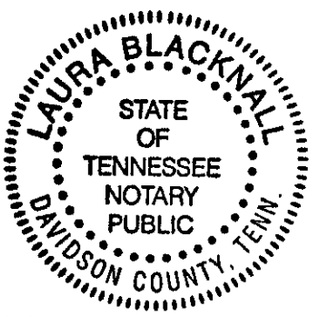
Stacy D. Palmer
Affiant

Subscribed and sworn to before me this 27th day of January 2005.

Laura Blacknall
Notary Public

My commission expires:

_____
(Seal)



My Commission Expires NOV. 22, 2008

Property owner and party responsible for payment of taxes:
Edward Fedorovich
5140 Village Trace
Nashville, TN, 37211

Map No. 161-10-0-A-169.00

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

BK 4965 PG 0413

Limited Power of Attorney

This Limited Power of Attorney is executed as of November 2, 2004, by REO Management 2002 Inc. having an office at 3800 Citicenter, Tampa, FL 33610 ("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.

REO Management 2002 Inc.

By: _____

Title: VICE PRESIDENT

Witness: _____

Witness: _____

STATE OF NY)
: ss.
COUNTY OF NY)

On the Nov. 2, 2004, before me, a Notary Public in and for said State, personally appeared _____ of REO Management 2002 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 Nov. 2, 2004.

WITNESS my hand and official seal.

Rachel E. Stone

Notary Public

STATE OF MARYLAND,

FREDERICK COUNTY, to-wit:

I hereby certify that the foregoing is a true copy of the Original

POWER OF ATTORNEY

FROM: Reo Management 2002 Inc.

To: Wells Fargo Bank

As Recorded in Liber 4965 Folio 413 one of the Land Records of Frederick County, Maryland.

In Testimony Whereof, I hereto subscribe my name and affix the Seal of the Circuit Court for Frederick County, at Frederick, Maryland, this 16th day of Dec., A.D., 2004.

Linda K. Dalton

Clerk of the Circuit Court for Frederick County, Maryland