Esquire Title & Escrow, Inc.
30 Burton Hills Blvd. Ste 200
Nashville, Tennessee 37215
Return to:

6

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this 21st day of February, 2006, by and between **TCIF REO 2, LLC**, party of the first part, and **Lisa S. Lacey and Paul A. Lacey,** a married couple, party of the second part.

WITNESSETH: That for and in consideration of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the party of the second part, the following described real estate, situated in the County of Shelby, State of Tennessee, to wit:

Land in the 8th Civil District of Davidson County, Tennessee, being Lot No. 740 on the Plan of West Meade Farms, Inc., Section 7, as of record in Book 2331, Page 13, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description of said lot.

Being the same property conveyed to Cynthia P. Birdsong and John M. Birdsong by Warranty Deed from Mildred W. Price, an unmarried person, dated 11-9-00, filed 11-16-00, of record in Instrument Number 20001116-0113515, Register's Office for Davidson County, Tennessee.

Property known as 6429 Bresslyn Road, Nashville, TN 37205.

This is being the same property conveyed to **TCIF REO 2, LLC,** by Trustee's Deed of record in Deed Book Instrument #200508050092284, in the Register's Office of Shelby County, Tennessee.

Property Tax Parcel: 115-14-0 065.00

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 part, its successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same; that the same is unencumbered, except for any Subdivision restrictions, dedications, conditions, reservations, easements and/or other matters of record in the Shelby County Register's Office, and Shelby County, Tennessee property taxes, not yet due and payable; and that this is a Special Warranty Deed and is warranted by the Seller through and under it only; and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if it refers to more than one person or entity, and pronouns shall be construed according to their proper gender and number according to the context hereof.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed by and through its duly authorized officers as of the day and year first above written.

TCIF REO 2, LLC

SELECT PORTFOLIO SERVICING, INC. Corporate 1989 SEAL UTAH

CHERYL E. KRUEGER, DOC. CONTROL OFFICER
By Select Portfolio Servicing, Inc. f/k/a Fairbanks Capital Corp., through authorization recorded in Deed Book _____, Page _____, aforesaid records

see exhibits "A" & "B"

Davidson County DEEDWARR
Recvd: 03/03/06 14:32 5 pgs
Fees:28.00 Taxes:1171.05
20060303-0025120

4

STATE OF UTAH
COUNTY OF SALT LAKE

Personally appeared before me a Notary Public, CHERYL E. KRUEGER, DOC. CONTROL OFFICER with whom I am personally acquainted, and who acknowledged that such person executed the within instrument for the purpose therein contained, and who further acknowledged that such person is the _____ of Select Portfolio Servicing, Inc., f/k/a Fairbanks Capital Corp., as Attorney-in-Fact or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand an Official Seal this 21st day of February, 2006.

NOTARY PUBLIC
My Commission Expires:

Notary Public
DENNIS ULIBARRI
3815 South West Temple
Salt Lake City, Utah 84115
My Commission Expires
April 22, 2007
State of Utah

STATE OF UTAH)
COUNTY OF SALT LAKE)

I 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 $316,500.00, which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

AFFIANT CHERYL E. KRUEGER, DOC. CONTROL OFFICER

Subscribed and sworn to before me this the 21st day of February, 2006.

Notary Public
DENNIS ULIBARRI
3815 South West Temple
Salt Lake City, Utah 84115
My Commission Expires
April 22, 2007
State of Utah

NOTARY PUBLIC
My commission expires:

Property Address:
6429 Bresslyn Road
Nashville, TN 37205

New Owner and Mail Tax Bills to:
Lisa S. Lacey & Paul A. Lacey
6429 Bresslyn Road
Nashville, Tennessee 37205

This instrument prepared by:
Hudnall, Cohn & Abrams, P.C.
780 Johnson Ferry Road, Suite 200
Atlanta, Georgia 30342

RECEIVED

MAY 19 2004

UT. DIV. of CORP. & COMM. CODE

JVB

05-19-04 13:38 RCVD

ARTICLES OF AMENDMENT TO THE

AMENDED ARTICLES OF INCORPORATION OF

FAIRBANKS CAPITAL CORP.

Fairbanks Capital Corp., a Utah corporation (the "Corporation"), submits these Articles of Amendment pursuant to the provisions of Section 16-10a-1006 of the Utah Revised Business Corporation Act, as amended (the "Act"):

1. The name of the Corporation is Fairbanks Capital Corp.

2. The Corporation's Amended Articles of Incorporation are hereby amended by changing Article I so that, as amended, it reads in its entirety as follows:

ARTICLE I

The name of the Corporation shall be: Select Portfolio Servicing, Inc.

3. As permitted by Section 16-10a-123 of the Act, the effective date of this amendment shall be June 30, 2004.

4. Upon recommendation by the Board of Directors, on May 10, 2004, the sole shareholder of the Corporation, holding all of the Corporation's 119,048 issued and outstanding shares, approved the proposed amendment, which approval was sufficient for approval of the amendment under the Act.

DATED: May 18, 2004.

Gregory E. Hanner, Secretary

EXHIBIT "A"

Date: 05/19/2004
Receipt Number: 1156312
Amount Paid: $27.00

374030.1

8358469
09/19/2002 09:41 AM 12.00
Book - 8650 Pg - 8409-8410
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FAIRBANKS CAPITAL CORP
PO BOX 65250
SLC UT 84165-0250
BY: BAP, DEPUTY - WI 2 P.

When Recorded, Return to:
Fairbanks Capital Corp.
Attn: Document Control
P.O. Box 65250
Salt Lake City, UT 84165-0250

BJ/BAP

8358469

LIMITED POWER OF ATTORNEY

TCIF REO2, LLC., a Delaware limited liability company, having an office at 9 East Loockerman Street, Dover, Delaware 19901 ("TCIF REO2"), hereby appoints FAIRBANKS CAPITAL CORP., a Utah corporation with a mailing address of P.O. Box 65250, Salt Lake City, Utah 84165-0250 ("Fairbanks"), acting by and through Fairbanks' authorized agents, employees, or representatives, as TCIF's duly authorized attorney-in-fact to take the following designated actions with respect to any residential mortgage loan (each, a "Mortgage Loan") in which TCIF REO2 holds an interest or any parcel of improved residential real property acquired by TCIF REO2 by foreclosure, deed in lieu, quit-claim deed, or other, similar process:

A. endorse the name of TCIF REO2upon all checks, drafts, notes, powers and other forms of exchange received in payment of, or tendered in connection with, a Mortgage Loan;

B. execute on behalf of TCIF REO2any assignments, documents or instruments necessary to assign, convey, or otherwise transfer an interest in a Mortgage Loan to and/or from TCIF REO2;

C. execute on behalf of TCIF REO2 any documents necessary to carry out the foreclosure of a Mortgage Loan;

D. execute any documents necessary to effectuate an eviction, unlawful detainer or similar dispossessory proceeding;

E. execute any documents necessary for the offer, listing, closing of sale and conveyance of real estate owned ("REO") property; and

F. perform all other acts and do all other things as may be necessary or convenient to service a Mortgage Loan or convey an REO property.

This Limited Power of Attorney shall be effective as of January 1, 2002, and shall continue in full force and effect until terminated by TCIF REO2 by written notice to Fairbanks mailed to the address above.

TCIF REO2 represents that any bank, title company, court, governmental agency, person or institution may rely on this Limited Power of Attorney in honoring the acts of Fairbanks hereunder.

Fairbanks hereby agrees to indemnify and hold TCIF REO2 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 Fairbanks of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney.

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.

8358469

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EXHIBIT "B"

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

TCIF REO2, LLC

By:
Its: Mitchell Samberg
Managing Officer

Witness

By: DOO JIN CHUNG

Witness

By: JOSEPH MEVORAH

FAIRBANKS CAPITAL CORP.

By:
Its: ~~Lawrence R. Dinglivan~~
Document Control ~~Officer~~

Witness

By: SUSIE HIRSCHI

Witness

By: Tammy M. Cramer

STATE OF NEW YORK)
:ss
COUNTY OF WESTCHESTER)

On the 13 day of SEPTEMBER 2002, before me, a Notary Public in and for said State, personally appeared MITCHELL SAMBERG, DOO JIN CHUNG, and JOSEPH MEVORAH who are personally known to me or who proved to me on the basis of satisfactory evidence that they are the persons whose names are subscribed to the preceding instrument and who 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 SEPTEMBER 13, 2002.

WITNESS my hand and official seal.

Notary Public

ALEJANDRO J. LOPEZ
Notary Public, State of New York
No. 01LO6072793
Qualified in Westchester County
Commission Expires April 15, 2006

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 17th day of SEPTEMBER 2002, before me, a Notary Public in and for said State, personally appeared LAWRENCE DINGLIVAN, SUSIE HIRSCHI and TAMMY CRAMER, of Fairbanks Capital Corp. who are personally known to me or who proved to me on the basis of satisfactory evidence that they are the persons whose names are subscribed to the preceding instrument and who 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 SEPTEMBER 17, 2002.

WITNESS my hand and official seal.

Notary Public

NOTARY PUBLIC
SUZAN C. TOTTEN
3185 So. West Temple
Salt Lake City, Utah 84115
My Commission Expires
April 22, 2005
STATE OF UTAH

8650P6841O