290400703

Instrument prepared by:
Wilson and Associates, P.L.L.C.
1521 Merrill Drive, Suite D-220
Little Rock, Arkansas 72211
V2071-559
4746666

Davidson County DEEDWARR
Recvd: 05/18/09 10:29 6 pgs
Fees:33.00 Taxes:633.63
20090518-0045272

NEW OWNER:
CLARENCE & JOHNETTA MARCELLUS
132 SOPHIE DRIVE, ANTIOCH, TN 37013

# SPECIAL WARRANTY DEED
## (Corporation)

**Special warranty deed made on the 29TH day of April, 2009, by J.P. Morgan Mortgage Acquisition Corporation by EMC Mortgage Corporation as authorized signor.**

**Grantor, being duly authorized by resolution of its board of directors or otherwise, hereby conveys to Clarence Marcellus and Johnetta Marcellus, Grantees, the following land in Davidson County, Tennessee:**

**Land in Davidson County, Tennessee, being Lot Number 130 on the Plan of Maxwell Place Planned Unit Development of record in Instrument Number 20050418-0042714 and corrected in Instrument Number 20050614-0067835, Register's Office for said County, to which plan reference is hereby made for a more complete and accurate description.**

**Being the same property conveyed to Sutton Funding LLC by Trustee's deed recorded 11/13/08 as Instrument No. 20081113-0112361.**

**Being the same property conveyed to J.P. Morgan Mortgage Acquisition Corporation by Quitclaim deed recorded _____ as Instrument No. 20090518-0045271, Register's Office for Davidson County, Tennessee.**

**Commonly known as: 132 Sophie Drive, Anitoch, 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 Grantees and unto their heirs and assigns forever, subject to current taxes and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, the Grantor hereby binds itself to warrant and defend the title as against all acts of the Grantor herein and no other.**

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

**J.P. Morgan Mortgage Acquisition Corporation by EMC Mortgage Corporation as authorized signor.**

**BY:** _____

**ITS:** Mary Best-Brill
~~Vice President~~
(VP) Vice President

**Acknowledgment**

**State of** Texas
)ss.
**County of** Denton

**On this day before me, a Notary Public, personally appeared** Mary Best-Brill **, to me personally well-known, who acknowledged that he/she is the** (VP) Vice President **of EMC Mortgage Corporation as authorized signor for J.P. Morgan Mortgage Acquisition Corporation, 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** 29 **day of** April, 2009.

_____
**Notary Public**

**My commission expires:**

07-15-2012
**(Seal)**

DIANA L. SMITH
Notary Public, State of Texas
My Comm. Expires 07-15-2012

**132 Sophie Drive, Antioch, TN 37013**

State of TN
)ss.
County of WILSON

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, $ 171,250.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Julia Groom
Grantee or Agent of Grantee

Subscribed and sworn to before me this 8th day of May, 2009.

Mandy Alsup
Notary Public

Mandy Alsup
State of Tennessee Notary Public
Wilson Co.

My commission expires:
5/14/2011
(Seal)

Property owner and party responsible for payment of taxes:
Clarence Al Marcellus
First Guaranty Mortgage Corp
8180 Greensboro Dr., #500, McLean, VA 22102

Parcel #176-01-0B-28

Return to: CUMBERLAND TITLE. 1302b Lebanon Rd # 100
Mt Juliet, TN 37122

Associates Closing & Title
1521 Merrill Drive, Suite D-220
Little Rock, AR 72211

132 Sophie Drive, Antioch, TN 37013

# J.P MORGAN MORTGAGE ACQUISITION CORP.

## CONSENT BY DIRECTORS TO RECITALS AND RESOLUTIONS IN LIEU OF SPECIAL MEETING

July 29, 2008

The undersigned, constituting all of the directors of J.P. Morgan Mortgage Acquisition Corp., a Delaware corporation (the "Corporation"), hereby consent to the adoption of the following recitals and resolutions so that the same shall have the same force and effect as if unanimously adopted at a duly held meeting of the Board of Directors.

"WHEREAS, this Corporation has entered into that certain Subservicing Agreement (the "Agreement"), dated as of August 1, 2008, by and between this Corporation and EMC Mortgage Corporation ("EMC") pursuant to which EMC will service mortgage loans (the "Mortgage Loans") owned by the Corporation; and

"WHEREAS, this Corporation has determined that it will be useful for certain individuals who are employed by EMC to be appointed as authorized signatories of this Corporation with limited authority with respect to each Mortgage Loan in Corporation's name, place and stead: (i) to complete (to the extent necessary), execute, and to cause to be submitted for filing or recording in the appropriate public filing or recording offices, all assignments of mortgage, deeds of trust or similar documents, assignments or reassignments of rents, leases and profits, in each case in favor of the owner of the Mortgage Loan, and all Form UCC-2 or UCC-3 assignments, continuations, or terminations of financing statements and all other comparable instruments or documents with respect to the Mortgage Loans which are customarily and reasonably necessary or appropriate to assign agreements, documents and instruments pertaining to the Mortgage Loans, and to evidence, provide notice of and perfect such assignments and conveyances in favor of the owner of the Mortgage Loan in the public records of the appropriate filing and recording offices; (ii) to execute, file or record in the appropriate public filing or recording offices, all other Mortgage Loan documents to be recorded under the terms of the Agreement or any such Mortgage Loan which have not been submitted for filing or recordation by Corporation on or before the date hereof or which have been so submitted but are subsequently lost or returned unrecorded or unfiled as a result of actual or purported defects therein, in order to evidence, provide notice of and perfect such documents in the public records of the appropriate filing and recording offices; and (iii) to do and perform all acts in connection with the servicing, administration and management of the Mortgage Loans, including but not limited to:

(1) execution and deliver of customary consents or waivers and other instruments and documents;
(2) consent to transfers of any mortgaged property and assumptions of the mortgage notes and related mortgages securing any Mortgage Loan;
(3) collection of any insurance proceeds and other liquidation proceeds pertaining to the Mortgage Loans;
(4) effectuate foreclosure or other conversion of the ownership of the mortgaged property securing any Mortgage Loan;
(5) execution and delivery of any and all instruments of satisfaction or cancellation or of partial or full release or discharge and all other comparable instruments, with respect to the mortgage property securing any Mortgage Loan; and
(6) execution of all documents customarily and reasonably necessary and appropriate for the transfer post-foreclosure to third parties of the mortgaged property previously

securing any Mortgage Loan, and then to collect the sales proceeds from that transfer;

"NOW, THEREFORE, BE IT RESOLVED, that any officer of EMC holding the office of Vice President or above, is hereby appointed as an authorized signatory of this Corporation;

"RESOLVED FURTHER, that each officer hereby appointed is authorized to take any action necessary to fully execute any documentation which he or she is authorized to execute pursuant to the foregoing resolutions; and it is

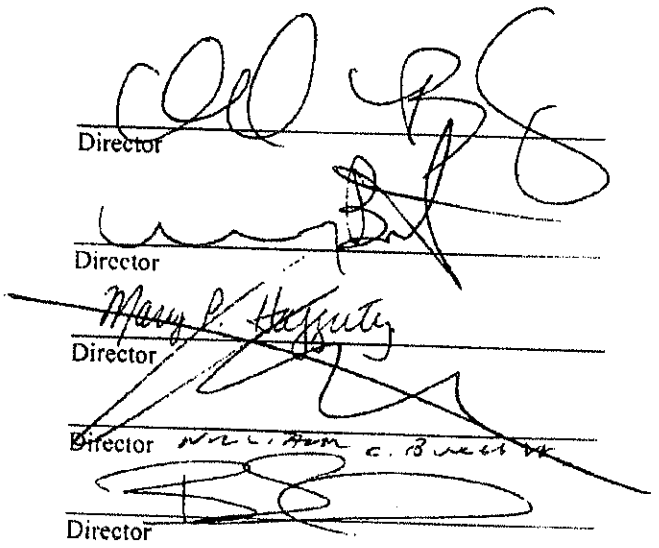
"RESOLVED FURTHER, that the authority of each officer hereby appointed is specifically and strictly limited to executing the types of documentation outlined in the Agreement as an authorized signatory of the Corporation; and it is

"RESOLVED FURTHER, that the appointment hereby of each officer is of a *restricted nature*, and excepting only for the purposes of performing the services outlined in the Agreement, each such officer is not permitted to represent himself or herself, as applicable, as an authorized signatory of this Corporation to any third party; and it is

"RESOLVED FURTHER, that each officer hereby appointed is not entitled to the customary rights and benefits that are normally accorded to an officer or employee of this Corporation; and it is

"RESOLVED FURTHER, that the appointment and the length of the term of office of each officer hereby appointed is at the convenience and pleasure of this Corporation and such appointment is revocable upon notice, with or without cause, and for any reason in the sole discretion of this Corporation. If not revoked sooner, such officer status as to any officer hereby appointed, shall immediately terminate, without any notice or further action by or on the part of this Corporation, upon the earlier of the expiration or termination of the Agreement or the termination of the officer's status as an officer or employee of EMC."

Dated: July 29, 2008



Certificate of Authenticity

I, Kimie Perry, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

State of Tennessee

County of Wilson

Personally appeared before me, Mandy Alsup, a notary public for this county and state, Kimie Perry who acknowledges that this certification of an electronic document is ~~true~~ and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: 5-14-2011.

Notary's Seal (If on paper)

Mandy Alsup
State of Tennessee
Notary Public
Wilson Co.