BILL GARRETT, Davidson County
Trans:T20120019589 DEEDWARRSP
Recvd: 03/19/12 11:51 10 pgs
Fees:53.00 Taxes:90.65
20120319-0023078

SPECIAL WARRANTY DEED

Return to:
REALTY TITLE & ESCROW CO.
6525 Quail Hollow, Ste 115
Memphis, TN 38120
#11010903

STATE OF Florida
COUNTY OF Palm Beach
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $24,500.00

Affiant Diego Gonzalez

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 24 DAY OF Feb 2012

Notary Public
MY COMMISSION EXPIRES:
Notary Public State of Florida
Ryan Clerdoff
My Commission EE42876
Expires 06/10/2015

THIS INSTRUMENT WAS PREPARED BY
Ginali Associates, P.C.
947 North Plum Grove Road
Schaumburg, IL 60173
847-517-4310

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Bryan Spicer	**Bryan Spicer**	081120000800
(NAME) 1717 10th North Avenue	(NAME) 342 CoolSprings Blvd	
(ADDRESS)	(ADDRESS) Suite 202	
Nashville TN 37208 (CITY) (STATE) (ZIP)	Franklin, TN 37067 (CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF ALL WHICH IS HEREBY ACKNOWLEDGED, BY THE GRANTOR , **Deutsche Bank National Trust Company, as Trustee for the Pooling and Servicing Agreement dated as of August 1, 2004 ABFC 2004-HE1 Trust ABFC Asset-Backed Certificates, Series 2004-HE1**, , SAID GRANTOR DOES HEREBY BARGAIN, SELL, TRANSFER AND CONVEY UNTO **Bryan Spicer** _____, AND HIS HEIRS OR ASSIGNS, SUBJECT TO COVENANTS AND RESTRICTIONS OF RECORD AND MATTERS AN ACCURATE SURVEY WOULD REVEAL, THAT CERTAIN TRACT OR PARCEL OF LAND IN **DAVIDSON** COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

~~Land in Davidson County, Tennessee, being lot no. 1 and the southerly 9 feet of lot no. 2, on the map showing resubdivision of parts of lots nos. 290-294 and change of alley therein in D.F. McGavocks subdivision, of record in plat book 101, page 97, said register's office, reference to which is hereby made for a more particular complete description.~~

~~Said lot no. 1 and the southerly part of lot no. 2 front together 50 feet on the westerly side of 10th Avenue, north, formerly Polk Street and run back between parallel lines, 150 feet more or less, to an alley.~~

Being the same property conveyed to Deutsche Bank National Trust Company, as Trustee for the Pooling and Servicing Agreement dated as of August 1, 2004 ABFC 2004-HE1 Trust ABFC Asset-Backed Certificates, Series 2004-HE1 by Substitute Trustee's Deed dated Sept. 12, 2011 **and recorded at Instrument Number** [redacted] **for the Register's Office of Davidson County, Tennessee.**

20110913-0070998

See Exhibit "A" Attached hereto.
See Exhibit "B" Attached hereto for legal description

THIS CONVEYANCE IS SUBJECT TO: 1) Current years taxes which have been prorated and assumed by the Grantee(s); 2) All restrictions of record; 3) All easements of record; 4) All visible easements; 5) All matters appearing on the plan of record; 6) All applicable government and zoning regulations.

unimproved ☐

This is improved ☒ property, known as 1717 10th North Avenue Nashville 37208

(House Number, (Street) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD said tract or parcel of land, together with the appurtenances, estate, title and interest thereto belonging, unto said Grantee **Bryan Spicer**_____, and his/her/their assigns, forever.

Said Grantor. **Deutsche Bank National Trust Company, as Trustee for the Pooling and Servicing Agreement dated as of August 1, 2004 ABFC 2004-HE1 Trust ABFC Asset-Backed Certificates, Series 2004-HE1**, warrants the title to said property against the claims of all persons claiming, or to claim the same or any part thereof, by, through or under the said Grantor, but not otherwise.

IN WITNESS WHEREOF, the said **Deutsche Bank National Trust Company, as Trustee for the Pooling and Servicing Agreement dated as of August 1, 2004 ABFC 2004-HE1 Trust ABFC Asset-Backed Certificates, Series 2004-HE1**, has executed this deed this 2/29/12

For the property commonly known as:
1717 10th North Avenue
Nashville, TN 37208

Deutsche Bank National Trust Company, as Trustee for the Pooling and Servicing Agreement dated as of August 1, 2004 ABFC 2004-HE1 Trust ABFC Asset-Backed Certificates, Series 2004-HE1, by its Attorney in Fact Ocwen Loan Servicing, LLC

BY: _____

Diego Gonzalez Contract Management Coordinator

STATE OF Florida

COUNTY OF Palm Beach

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, appeared Diego Gonzalez known to me or satisfactorily proven (on the basis of satisfactory evidence) to be and acknowledges him/herself to be the Contract Management Coordinator of Ocwen Loan Servicing, LLC., as Attorney in Fact for **Deutsche Bank National Trust Company, as Trustee for the Pooling and Servicing Agreement dated as of August 1, 2004 ABFC 2004-HE1 Trust ABFC Asset-Backed Certificates, Series 2004-HE1.**, the within named bargainor, and that he/she as such Contract Management Coordinator, being authorized so to do, executed the foregoing instrument for the purposed therein contained and acknowledged that he/she execute the same by Limited Power of Attorney ~~of record in Book _____, Page _____ or in Instrument Number _____ of record in Register's Office for Davidson County, Tennessee~~. attached hereto as Exhibit "A".

Witness my hand and Notarial Seal this 2/24/2012

_____
Notary Public

My Commission expires: 8/10/15

Notary Public State of Florida
Ryan Dierdoff
My Commission EE120876
Expires 08/10/2015

RETURN TO:

~~REALTY TITLE & ESCROW~~ CO.
6525 Quail Hollow, Ste 115
Memphis, TN 38120

1717 10th North Avenue
Nashville, TN 37208

CFN # 109729095, OR BK 47551 Page 1968, Page 1 of 6, Recorded 12/01/2010 at 03:42 PM, Broward County Commission, Deputy Clerk 3220

11

Record & Return to:
Ocwen Loan Servicing, LLC
1661 Worthington Rd Ste 100
West Palm Beach, FL 33409

"Exhibit A"

2181

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank National Trust Company, a national banking association organized and existing under the laws of the United States and having its usual place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, as Trustee (the "Trustee") for ABFC 2004-HE1 Trust, ABFC Asset-Backed Certificates, Series 2004-HE1, pursuant to those certain agreements referenced on Exhibit A (the "Agreements") hereby constitutes and appoints Ocwen Loan Servicing, LLC as successor servicer to Homeq Servicing Corporation, in its capacity as servicer under each of the Agreements (the "Servicer"), by and through the Servicer's officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans serviced by the Servicer pursuant to the Agreements solely for the purpose of performing such acts and executing such documents in the name of the Trustee necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust" respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various certificateholders (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which Ocwen Loan Servicing, LLC as successor servicer to Homeq Servicing Corporation is acting as the Servicer.

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreements shall be construed to the contrary:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is solely for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued; provided that (i) said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured and (ii) otherwise conforms to the provisions of the Agreements.

2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.

(6)

3. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.

4. The completion of loan assumption agreements.

5. The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.

6. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.

7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.

8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:

   a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;

   b. the preparation and issuance of statements of breach or non-performance;

   c. the preparation and filing of notices of default and/or notices of sale;

   d. the cancellation/rescission of notices of default and/or notices of sale;

   e. the taking of deed in lieu of foreclosure; and

   f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e. above.

9. With respect to the sale of property acquired through a foreclosure or deed-in lieu of foreclosure, including, without limitation, the execution of the following documentation:
   a. listing agreements;
   b. purchase and sale agreements;

c. grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
d. escrow instructions; and
e. any and all documents necessary to effect the transfer of property.

10. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall be effective as of October 18, 2010

This appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Servicer to the Trustee under the Agreements, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Deutsche Bank National Trust Company except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of Deutsche Bank National Trust Company, then the Servicer shall promptly forward a copy of same to the Trustee.

This limited power of attorney is not intended to extend the powers granted to the Servicer under the Agreements or to allow the Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreements.

The Servicer hereby agrees to indemnify and hold the Trustee 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 the Servicer of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreements or the earlier resignation or removal of the Trustee under the Agreements.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, Deutsche Bank National Trust Company, as Trustee for ABFC 2004-HE1 Trust, ABFC Asset-Backed Certificates, Series 2004-HE1 has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized vice president this 18 day of October, 2010.

Deutsche Bank National Trust Company, as Trustee for ABFC 2004-HE1 Trust, ABFC Asset-Backed Certificates, Series 2004-HE1

By: _____
Name: Katherine M. Wannenmacher
Title: Vice President

Witness: _____
Karlene Benvenuto

Witness: _____
Gisselle Picard

State of California}
County of Orange}

On October 18, 2010, before me, Tuan Quach Notary Public, personally appeared Katherine M. Wannenmacher, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~he~~/she executed the same in ~~his~~/her authorized capacity and that by ~~his~~/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Notary signature

Exhibit A

Pooling and Servicing Agreement dated as of August 1, 2004, by and between Asset Backed Funding Corporation., as Depositor, Wells Fargo Bank, N.A., as Securities Administrator and Master Servicer, and Deutsche Bank National Trust Company, as Trustee and Custodian

Assignment, Assumption and Recognition Agreement dated as of August 26, 2004 by and between Bank of America, N.A as Assignor, Asset Backed Funding Corporation as Assignee. Deutsche Bank National Trust Company, as Trustee, BAC Ocwen Loan Servicing, LLC as successor servicer to Homeq Servicing Corporation

Servicing Rights Purchase and Servicing Agreement, dated as of August 1, 2004, between Ocwen Loan Servicing, LLC as successor servicer to Homeq Servicing Corporation, as servicer and Bank of America, N.A, as purchaser..

I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this 10 day of DEC. 2010

County Administrator.

By _____ Deputy Clerk

Exhibit B - Legal Description

Land in Davidson County, Tennessee, being Lot No. 1 and the southerly 9 feet of Lot No. 1 and the southerly 9 feet of Lot No. 2, on the Map showing Re-Subdivision of Parts of Lots Nos. 290-294 inclusive and change of alley therein in McGavock, Wetmore and others 1st addition to Nashville, called the Town of McGavock as of record in Book 161, Page 97, in the Register's Office of Davidson County, Tennessee.

Said Lot No. 1 and the southerly part of Lot No. 2 front together 50 feet on the westerly side of 10th Avenue, North, formerly Polk Street and run back between parallel lines, 150 feet more or less, to an alley.