THIS INSTRUMENT PREPARED BY:
WEISS SPICER CASH, PLLC
Attorneys at Law
208 Adams Avenue
Memphis, TN 38103
(901) 526-8296

BILL GARRETT, Davidson County
Trans:T20130060688 DEEDWARRSP
Recvd: 07/17/13 08:41 6 pgs
Fees:33.00 Taxes:110.63
20130717-0073691

# SPECIAL WARRANTY DEED

THIS INDENTURE, made this 25th day of June, 2013 by and between J.P. Morgan Mortgage Acquisition Corp., hereinafter called Grantor, and Joseph D. Fallabel and Cherie L. Sullivan, his/her heirs and assigns, hereinafter called Grantee,

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten Dollars ($10.00) in hand paid by Grantee and other valuable considerations, the receipt whereof is acknowledged, hereby grants, bargains and sells to the said Grantee, in fee simple forever, the following described land in the County of Davidson, State of Tennessee, to-wit:

Being Unit A-17 as shown on the plat of Rock Harbor Condominium of Record in Book 6153, Pages 463-466, Register's Office for Davidson County, Tennessee, together with an undivided interest in the common elements of Rock Harbor Condominium Association, all as described in Book 6153, Page 421, Et Seq, said Register's Office.

Being the same property conveyed by Substitute Trustee's Deed of record in Instrument Number 20130221-0017293, Register's Office of DAVIDSON County, Tennessee.

TO HAVE AND TO HOLD the above-reference property, with appurtenances, unto the said Grantee, its successors and assigns, in fee simple forever.

GRANTOR makes no representations or warranties, of any kind or nature whatsoever, whether expressed, implied, implied by law, or otherwise, concerning the condition of the title of the property.

AND SAID GRANTOR does hereby specially warrant the title to said lands and will defend the same against the lawful claims of any person whomsoever claiming by, through, or under the said Grantor.

IN WITNESS WHEREOF, the above named corporate grantor has caused this instrument to be executed by and through its duly authorized officers, this 25th day of June, 2013

J.P. Morgan Mortgage Acquisition Corp., by Residential Credit Solutions, Inc., its attorney in fact.

BY: Cheryl McKnight

TITLE: Assistant Vice President of Residential Credit Solutions, Inc.

STATE OF Colorado

COUNTY OF Denver

BEFORE ME, a Notary Public of the state and county mentioned, personally appeared Cheryl McKnight, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be Assistant Vice President of Residential Credit Solutions, Inc., and who acknowledged that she/he as Assistant Vice President being authorized so to do, executed and delivered the foregoing instrument on behalf of J.P. Morgan Mortgage Acquisition Corp., by and through Residential Credit Solutions, Inc. (hereinafter referred to as "J.P. Morgan Mortgage Acquisition Corp."), as its attorney-in-fact and as the free act and deed of the within named J.P. Morgan Mortgage Acquisition Corp.

Witness my hand and seal, this 25 day of June, 2013.

Sally Gallegos
Notary Public
State of Colorado
My Commission Expires 04-30-2016

Notary Public

My Commission Expires: 4-30-2016

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Property Address: 515 Basswood Avenue Unit A17, Nashville, TN 37209
Parcel # 090110A01700CO

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES
Mail Tax Bill to: Joseph O. Fallabel
211 Martin Avenue
Ellwood City, PA 16117

STATE OF TENNESSEE
COUNTY OF Shelby
The actual consideration or true value, whichever is greater, for this transfer is $ 29,900.00

C Williams
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 25 DAY OF June, 2013.

Notary Public
My Commission Expires:

SHARON HEARN
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY
My Comm. Exp. 10-15-2013

7023-0107083-LC

Exhibit "A"

BK PG
5207 002
20002604485

LIMITED POWER OF ATTORNEY

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
RESIDENTIAL CREDIT SOLUTIONS, INC.
4282 N Freeway
Fort Worth, TX 76137
Attn: Law Department

KNOW ALL MEN BY THESE PRESENTS, that J.P. Morgan Mortgage Acquisition Corporation, a corporation organized and existing under the laws of the State of Delaware and having its principal place of business at 383 Madison Avenue, 8th Floor, New York, New York 10179, as Owner (the "Owner") pursuant to that Subservicing Agreement, by and among Residential Credit Solutions, Inc. (the "Servicer"), Owner, EMC Mortgage LLC and REOCO, Inc., dated as of June 13, 2011 (the Agreement"), hereby constitutes and appoints the Servicer, by and through the Servicer's officers, the Owner's true and lawful Attorney-in-Fact, in the Owner's name, place and stead and for the Owner's benefit, for the purpose of performing all acts and executing all documents in the name of the Owner as may be customarily and reasonably necessary and appropriate to performing servicing or sub-servicing activities all subject to the terms of the Agreement, including but not limited to the following enumerated transactions, in respect of any of the real estate owned properties, 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 the Owner (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 which are serviced subject to the terms of the Agreement.

This appointment shall apply but not be limited to the following enumerated transactions:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is 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 and said modification or rerecording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.

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 United States governmental 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.

3. The conveyance of the properties to a mortgage insurer, or the closing of the title to 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 endorsement of 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 a 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.

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, each subject to the terms and conditions set forth in the Agreement as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall lawfully do or cause to be done by authority hereof. This Limited Power of Attorney shall be effective as of the date of the Agreement as set forth above.

This appointment shall not be assigned to any third party by Servicer without the written prior consent of Owner and this Limited Power of Attorney shall continue in full force and effect until (i) revoked in writing by Owner, (ii) the termination of the Agreement, or (iii) with respect to

any Mortgage or REO property, such Mortgage or REO property is no longer serviced by Servicer under the Agreement.

Owner will not be responsible for inspection of any items being executed pursuant to this Limited Power of Attorney and as such, is relying upon the Servicer to undertake whatever procedures may be necessary to confirm the accuracy of such items.

The Servicer hereby agrees to indemnify and hold Owner and its directors, officers, affiliates, 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 Servicing Agreement.

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 terminated by the terms above.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, J.P. Morgan Mortgage Acquisition Corporation, as Owner pursuant to the Agreement, has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and on its behalf by Helaine Hebble, its duly elected and authorized Executive Director this 7th day of September, 2011.

J.P. Morgan Mortgage Acquisition Corporation

By: _____
Name: Helaine Hebble
Title: Executive Director

Witness #1 : _____
Printed name: Seth Fenton
Witness #2 : _____
Printed name: Jonathan Davis

State of New York
County of New York

On the 7th day of September in the year 2011 before me, the undersigned, personally appeared Helaine Hebble, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual(s) acted, executed the instrument.

Signed: _____
Title: Notary Public

**MIGDALIA DEREYAYLA**
Notary Public, State of New York
Registration # 01DE6072408
Qualified in Kings County
Commission Expires: April 1, 2014

State of New York
County of New York

On the 7th day of September in the year 2011 before me, the undersigned, personally appeared Seth Fenton and Jonathan Davis, the subscribing witnesses to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that they reside in New Jersey and new York, respectively; that they know Helaine Hebble to be the individual described in and who executed the foregoing instrument; that said subscribing witnesses were present and saw said Helaine Hebble execute the same; and that said witnesses at the same time subscribed their name(s) as witnesses thereto.

Signed: _____
Title: Notary Public

**MIGDALIA DEREYAYLA**
Notary Public, State of New York
Registration # 01DE6072408
Qualified in Kings County
Commission Expires: April 1, 2014

**RECORDED**
NOV 12 2012
*Alan J. Lee, Clerk*