This Instrument Prepared by and Return to:
Signature Title, LLC
1435 North West Broad Street
Murfreesboro, Tennessee 37129
File Number 2013120381TN

BILL GARRETT, Davidson County
Trans:T20140004860 DEEDWARRSP
Recvd: 01/22/14 13:33 13 pgs
Fees:68.00 Taxes:407.00
20140122-0006001

SPECIAL WARRANTY DEED

Address New Owner(s) as follows:	Send Tax Bill to:	Map/Parcel Number(s)
(Name) MWC, LLC	(Name) MWC, LLC	042-06-0-010.00
(Address) ~~713 South Summerfield Drive~~ 106 Mission Ct.	(Address) ~~713 South Summerfield Drive~~ 106 Mission Ct	
(City) (State) (Zip) ~~Madison, TN 37115~~ Franklin, TN 37067	(City) (State) (Zip) ~~Madison, TN 37115~~ Franklin, TN 37067	

FOR AND IN CONSIDERATION of the sum of Ten Dollars and no/100 ($10.00) cash in hand paid by the Grantees and other good and valuable consideration accepted as cash, the receipt and sufficiency of which is hereby acknowledged, **Deutsche Bank National Trust Company, as Trustee for the Certificateholders of the Morgan Stanley ABS Capital I Inc. Trust 2004-HE9, Mortgage Pass Through Certificates Series 2004-HE9**, Grantor, has this day bargained and sold, and does hereby transfer and convey unto **MWC, LLC,** Grantee(s) herein, their successors, heirs and assigns, that certain Parcel ID # **042-06-0-010.00**

X Improved OR
Unimproved property located at:

713 South Summerfield Drive, Madison, TN 37115, in County Tennessee, described in Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the Grantee(s) their successors, heirs and assigns forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, except for those encumbrances set forth in Exhibit "B" attached hereto.

We further covenant and bind ourselves, our successors and representatives, to warrant and forever defend title to said real estate to said Grantee(s), their successors, heirs and assigns against the lawful claims of all persons claiming by, through, or under Grantor, by no others.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hand as of the 01/03/14, the Corporate Party, if any, having caused its name to be signed hereto by its duly authorized officers of said day and date.

Deutsche Bank National Trust Company, as Trustee for the Certificateholders of the Morgan Stanley ABS Capital I Inc. Trust 2004-HE9, Mortgage Pass Through Certificates Series 2004-HE9 by Select Portfolio Servicing, Inc. as Attorney in Fact for Bank of America, N.A. as Attorney in Fact for Deutsche Bank National Trust Company

By 1/3/14

Name Mike Sanders, Doc. Control Officer

Title

State of Utah
County of Salt Lake

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mike Sanders, Doc. Control Officer (Name of Person signing), with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath acknowledged him/her self to be the Mike Sanders, Doc. Control Officer (Title of Person signing) of Select Portfolio Servicing, Inc., as Attorney in Fact for Deutsche Bank National Trust Company, as Trustee for the Certificateholders of the Morgan Stanley ABS Capital I Inc. Trust 2004-HE9, Mortgage Pass Through Certificates Series 2004-HE9 the within named bargainor and that he/she, acting in such capacity and authorized so to do, executed the foregoing instrument on behalf of said Corporation for the purposes therein contained.

Witness my hand and official seal, at office located in Salt Lake City, this 01/03/14.

DHARI HANDY
Notary Public State of Utah
My Commission Expires on:
October 10, 2016
Comm. Number: 659121

Notary Public
My Commission Expires: 10/10/2016

State of Tennessee
County of Rutherford

The actual consideration or value, whichever is greater, for this transaction is $110,000.00.

Affiant

Subscribed and sworn before me this 1-17-14.

CRYSTAL ROZENBAUM
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF RUTHERFORD
MY COMMISSION EXPIRES: JANUARY 24, 2017

Notary Public
My Commission Expires:

EXHIBIT "A"

All that certain tract or parcel of land lying and being located in the County of Davidson, State of Tennessee being more particularly described as follows:

Land in Davidson County, Tennessee being Lot No. 66, Bonnie Brae Subdivision, Section 3 of record in Book 2854 at Page 61 in the Office of the Register of Deeds for Davidson County, Tennessee being further described as follows: Said Lot 66 fronts 160 feet on the Westerly side of South Summerfield Drive and runs back 256.2 feet on the Southerly line and 259.9 feet on the Northerly line to a dead line in the rear, measuring 160 feet thereon.

This conveyance is subject to any and all zoning regulations, building restrictions and setback lines, if any, and easements and rights for public utilities applicable to this property.

This being the same property conveyed by Substitute Trustee's Deed to Deutsche Bank National Trust Company as Trustee for the Certificateholders of the Morgan Stanley ABS Capital I Inc. Trust 2004-HE9 filed for record September 26, 2013 in Instrument Number 20130926-0101299 in the Office of the Register of Deeds for Davidson County, Tennessee.

EXHIBIT "B"

"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."

The following reservations from and exception to this conveyance and the warranty of title made herein shall apply.

1. All easements, rights-of-way and prescriptive rights whether of record or not, pertaining to any portion(s) of the herein described property (hereinafter referred to as "Property");
2. All valid oil, gas and mineral rights, interests or leases, royalty reservations, mineral interest and transfers of interest of any character, in the oil, gas or minerals of record in any County in which any portion of the Property is located;
3. All restrictive covenants, terms, conditions, contracts, provisions, zoning ordinances and other items of record in any County in which any portion of the Property is located, pertaining to any portion(s) of the Property, but only to the extent that same are still in effect;
4. All presently recorded instruments (other than liens and conveyances by, through or under the Grantor) that affect the Property and any portion(s) thereof;
5. Ad valorem taxes, fees and assessments, if any, for the current year and all prior subsequent years, the payment which Grantor assumes (as the time of transfer of title) and all subsequent assessments for this and all prior years due to change(s) in land usage (including, but not limited to, the presence or absence of improvements, if any, on the Property), ownership, or both, the payment of which Grantee assumes;
6. Any conditions that would be revealed by a physical inspection and survey of the Property; and
7. Easements, restrictions, reservations, conditions, agreements and any and all other matters as shown of record.

EXHIBIT "C"

GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
830 SELECT PORTFOLIO SERVICING
PO BOX 65250
SLC UT 84165
11496918
Book 10068 Pages 5848-5856
10/22/2012 01:51 PM 26.00

LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

That, pursuant to the authority granted under certain servicing agreements (the "Servicing Agreements") by Deutsche Bank National Trust Company, a non-deposit trust company, in its capacity as trustee for the trusts identified in the Attachment hereto ("Trustee"), Bank of America, N.A., a national banking association ("BANA"), by these presents does hereby make, constitute and appoint Select Portfolio Servicing, Inc., a Utah corporation ("Subservicer"), Trustee's true and lawful agent and attorney-in-fact, and hereby grants it authority and power to take, through its duly authorized officers and designated agents, the Actions (as such term is defined herein) in Trustee's name, place and stead. This limited power of attorney (the "Limited Power of Attorney") is given in connection with and pursuant to a certain Flow Subservicing Agreement dated as of February 13, 2012 (the "Agreement") by and between BANA and Subservicer, pursuant to which Subservicer has the duty to provide servicing, administration, and management and disposition services with respect to certain mortgage loans ("Mortgage Loans") serviced by BANA as servicer and held by Trustee as trustee (the "Servicing Arrangement"). Each of the Mortgage Loans comprises a promissory note evidencing a right to payment and performance secured by a security interest or other lien on real property ("Property") evidenced by one or more mortgages, deeds of trust, deeds to secure debt or other forms of security instruments (each, a "Security Instrument"). The assignment of a Security Instrument, as used herein, shall also include the assignment of the beneficial interest under a deed of trust.

As used above, the term "Actions" shall mean and be limited to the following acts, in each case with respect to one or another of the Mortgage Loans or the Property and as mandated or permitted by federal, state or local laws or other legal requirements or restrictions—including without limitation federal and state debt collection laws—applicable to BANA or Subservicer in connection with mortgage loans serviced by Subservicer for BANA or on behalf of Trustee, as trustee:

1. Demand, sue for, recover, collect and receive each and every sum of money, debt, account and interest (which now is or hereafter shall become due and payable) belonging to or claimed by Trustee in respect of the Mortgage Loans and Property, and to use or take any lawful means for recovery by legal process or otherwise, including but not limited to the substitution of trustee under a deed of trust, the preparation and issuance of statements of breach, notices of default, and/or notices of sale (or any other statement or notice that is now or hereafter becomes necessary or appropriate to protect or enforce Trustee's interest in the Mortgage Loans and Property), filing proofs of claim, motions for relief from the automatic stay or other writings in a bankruptcy proceeding, taking deeds in lieu of foreclosure, negotiating and entering into "cash for keys" agreements, evicting and foreclosing on the Properties.

2. Subordinate the lien of a mortgage or deed of trust to an easement in favor of a public utility company or a government agency or unit with powers of eminent domain, including but not limited to the execution of partial satisfactions and releases and partial reconveyances reasonably required for such purpose, and the execution or requests to the trustees to accomplish the same.

3. Execute and/or file such documents and take such action as is proper and necessary to defend Trustee in litigation and to resolve any litigation where Subservicer has an obligation to defend Trustee.

4. Transact business of any kind regarding the Mortgage Loans, as Trustee's act and deed, to contract for, purchase, receive and take possession and evidence of title in and to the Property and/or to secure payment of a promissory note or performance of any obligation or agreement relating thereto.

5. Execute, complete, indorse or file bonds, notes, Security Instruments and other contracts, agreements and instruments regarding the borrowers and/or the Property, including but not limited to the execution of releases, satisfactions, reconveyances, assignments, loan modification agreements, loan assumption agreements, subordination agreements, property adjustment agreements, and other instruments pertaining to Security Instruments, bills of sale and execution of deeds and associated instruments, if any, conveying or encumbering the Property, in the interest of Trustee.

6. Correct or otherwise remedy any errors or deficiencies contained in any transfer or reconveyance documents provided or prepared by Trustee or a prior transferor, including, but not limited to note indorsements.

7. Convey the Property to the mortgage insurer, or close the title to the Property to be acquired as real estate owned, or convey title to real estate owned property ("REO Property").

8. Execute and deliver the following documentation with respect to the sale of REO Property acquired through a foreclosure or deed-in lieu of foreclosure, including, without limitation: listing agreements; purchase and sale agreements; grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same; escrow instructions; and any and all documents necessary to effect the transfer of REO Property.

9. Perform all steps necessary to realize on insurance proceeds, including but not limited to insurance proceeds relating to foreclosures, short sales, deeds in lieu of foreclosure, sale of REO Property, and the exercise of any rights of Trustee under any insurance agreement.

10. Endorse on behalf of Trustee all checks, drafts and/or other negotiable instruments made payable to Trustee.

With respect to the Actions, BANA gives to said attorney-in-fact full power and authority to execute such instruments and to do and perform all and every act and thing requisite, necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully, to all intents and purposes, as BANA itself might or could do pursuant to the authority referenced above.

BANA represents to those dealing with such attorney-in-fact that they may rely upon this Limited Power of Attorney until they receive actual notice of termination or revocation thereof or unless an instrument of revocation has been recorded. Any and all third parties dealing with Subservicer as Trustee's attorney-in-fact may rely completely, unconditionally and conclusively on the authority of Subservicer, and need not make any inquiry about whether Subservicer is acting pursuant to the Servicing Arrangement. Any purchaser, title insurance company, public official or other third party may rely upon a written statement by Subservicer that any subject mortgage loan or real estate owned by Trustee or by Subservicer for Trustee as a result of the termination of the related Mortgage Loan, is subject to the authority and power of BANA under the Servicing Agreements and conferred to Subservicer pursuant to the Servicing Arrangement and this Limited Power of Attorney.

Nothing contained herein shall be construed to grant Subservicer the power to (i) initiate or defend any suit, litigation, or proceeding in the name of Trustee or BANA or be construed to create a duty of Trustee or BANA to initiate or defend any suit, litigation, or proceeding in the name of Subservicer, (ii) incur or agree to any liability or obligation in the name or on behalf of Trustee or BANA, or (iii) execute any document or take any action on behalf of, or in the name, place, or stead of, Trustee or BANA, except, in each case, as provided herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Bank of America, N.A. has executed this Limited Power of Attorney this 17th day of October, 2012.

BANK OF AMERICA, N. A.

By: _____
Name: Debra J. Minton
Title: Senior Vice President

By: _____
Name: Greg Blackmer
Title: Vice President

Witness: _____
Name: Kathy Jackson
Title: Assistant Vice President

Witness: _____
Name: Debra Ham
Title: Assistant Vice President

STATE OF FLORIDA :

: ss.

DUVAL COUNTY:

On the 17th day of October in the year 2012, before me, the undersigned, personally appeared Debra J. Minton, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that the individual executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC-STATE OF FLORIDA
Margaret Donnelly
Commission # EE026066
Expires: SEP. 14, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

_____
Notary Public: Margaret Donnelly
My commission expires: 09/14/2014

ATTACHMENT

Trusts Covered By The Limited Power Of Attorney

1. Pooling and Servicing Agreement, dated as of June 1, 2004 (as amended, restated, supplemented, or otherwise modified from time to time), among GS Mortgage Securities Corp., as Depositor, Countrywide Home Loans Servicing LP, as Servicer, Ameriquest Mortgage Company, as Responsible Party and Deutsche Bank National Trust Company, as Trustee, related to the **GSAMP Trust 2004-AR1 Mortgage Pass-Through Certificates, Series 2004-AR1**

2. Pooling and Servicing Agreement dated as of August 1, 2004 (as amended, restated, supplemented, or otherwise modified from time to time), among GS Mortgage Securities Corp., as Depositor, Countrywide Home Loans Servicing LP, as Servicer, Ameriquest Mortgage Company, as Responsible Party and Deutsche Bank National Trust Company, as Trustee, related to the **GSAMP Trust 2004-AR2 Mortgage Pass-Through Certificates, Series 2004-AR2**

3. Pooling and Servicing Agreement, dated as of July 1, 2004 (as amended, restated, supplemented, or otherwise modified from time to time), among GS Mortgage Securities Corp., as Depositor, Countrywide Home Loans Servicing LP, as Servicer, Chase Manhattan Mortgage Corporation, as Servicer, Ocwen Federal Bank FSB, as Servicer, Ameriquest Mortgage Company, as Responsible Party and Deutsche Bank National Trust Company, as Trustee, related to the **GSAMP Trust 2004-HE2 Mortgage Pass-Through Certificates, Series 2004-HE2**

4. Pooling and Servicing Agreement, dated as of May 1, 2005 (as amended, restated, supplemented, or otherwise modified from time to time), among GS Mortgage Securities Corp., as Depositor, Countrywide Home Loans Servicing LP, as Servicer and Deutsche Bank National Trust Company, as Trustee, related to the **GSAMP Trust 2005-AHL Mortgage Pass-Through Certificates, Series 2005-AHL**

5. Pooling and Servicing Agreement, dated as of January 1, 2005 (as amended, restated, supplemented, or otherwise modified from time to time), among GS Mortgage Securities Corp., as Depositor, Countrywide Home Loans Servicing LP, as Servicer, JPMorgan Chase Bank, National Association, as Servicer, Ocwen Federal Bank FSB, as Servicer and Deutsche Bank National Trust Company, as Trustee, related to the **GSAMP Trust 2005-HE1 Mortgage Pass-Through Certificates, Series 2005-HE1**

6. Pooling and Servicing Agreement, dated as of March 1, 2005 (as amended, restated, supplemented, or otherwise modified from time to time), among GS Mortgage Securities Corp., as Depositor, Countrywide Home Loans Servicing LP, as Servicer, JPMorgan Chase Bank, National Association, as Servicer, J.P. Morgan Trust Company, National Association, as Custodian and Deutsche Bank National Trust Company, as Trustee, related to the **GSAMP Trust 2005-HE2 Mortgage Pass-Through Certificates, Series 2005-HE2**

7. Pooling and Servicing Agreement, dated as of June 1, 2005 (as amended, restated, supplemented, or otherwise modified from time to time), among GS Mortgage Securities Corp., as Depositor, NC Capital Corporation, as Responsible Party, Countrywide Home Loans Servicing LP, as Servicer, JPMorgan Chase Bank, National Association, as Servicer, Wilshire Credit Corporation, as Servicer, J.P. Morgan Trust Company, National Association, as Custodian, Wells Fargo Bank, N.A., as Custodian and Deutsche Bank National Trust Company, as Trustee, related to the **GSAMP Trust 2005-HE3 Mortgage Pass-Through Certificates, Series 2005-HE3**

8. Pooling and Servicing Agreement, dated as of February 1, 2004 (as amended, restated, supplemented, or otherwise modified from time to time), among Morgan Stanley ABS Capital I Inc., as Depositor, Chase Manhattan Mortgage Corporation, as Servicer, Countrywide Home Loans Servicing LP., as Servicer, AAMES Capital Corporation, as Responsible Party, Accredited Home Lenders, Inc., as Responsible Party, NC Capital Corporation, as Responsible Party Deutsche Bank National Trust Company, as Trustee, related to the **Morgan Stanley ABS Capital I Inc. Trust 2004-HE1 Mortgage Pass-Through Certificates, Series 2004-HE1**

9. Pooling and Servicing Agreement, dated as of April 1, 2004 (as amended, restated, supplemented, or otherwise modified from time to time), among Morgan Stanley ABS Capital I Inc., as Depositor, Chase Manhattan Mortgage Corporation, as Servicer, Countrywide Home Loans Servicing LP., as Servicer, HomeQ Servicing Corporation, as Servicer, AAMES Capital Corporation, as Responsible Party, Accredited Home Lenders, Inc., as Responsible Party, NC Capital Corporation, as Responsible Party and Deutsche Bank National Trust Company, as Trustee, related to the **Morgan Stanley ABS Capital I Inc. Trust 2004-HE2 Mortgage Pass-Through Certificates, Series 2004-HE2**

10. Pooling and Servicing Agreement, dated as of June 1, 2004 (as amended, restated, supplemented, or otherwise modified from time to time), among Morgan Stanley ABS Capital I Inc., as Depositor, Chase Manhattan Mortgage Corporation, as Servicer, Countrywide Home Loans Servicing LP., as Servicer, HomeQ Servicing Corporation, as Servicer, AAMES Capital Corporation, as Responsible Party, Accredited Home Lenders, Inc., as Responsible Party, NC Capital Corporation, as Responsible Party and Deutsche Bank National Trust Company, as Trustee, related to the **Morgan Stanley ABS Capital I Inc. Trust 2004-HE4 Mortgage Pass-Through Certificates, Series 2004-HE4**

11. Pooling and Servicing Agreement, dated as of August 1, 2004 (as amended, restated, supplemented, or otherwise modified from time to time), among Morgan Stanley ABS Capital I Inc., as Depositor, Chase Manhattan Mortgage Corporation, as Servicer, Countrywide Home Loans Servicing LP., as Servicer, HomeQ Servicing Corporation, as Servicer, Accredited Home Lenders, Inc., as Responsible Party, NC Capital Corporation, as Responsible Party and Deutsche Bank National Trust Company, as Trustee, related to the **Morgan Stanley ABS Capital I Inc. Trust 2004-HE6 Mortgage Pass-Through Certificates, Series 2004-HE6**

12. Pooling and Servicing Agreement, dated as of August 1, 2004 (as amended, restated, supplemented, or otherwise modified from time to time), among Morgan Stanley ABS Capital I Inc., as Depositor, Chase Manhattan Mortgage Corporation, as Servicer, Countrywide Home Loans Servicing LP., as Servicer, HomeQ Servicing Corporation, as Servicer, New Century Mortgage Corporation, as Servicer, AAMES Capital Corporation, as Responsible Party, Mila, Inc., as Responsible Party, NC Capital Corporation, as Responsible Party and Deutsche Bank National Trust Company, as Trustee, related to the **Morgan Stanley ABS Capital I Inc. Trust 2004-HE7 Mortgage Pass-Through Certificates, Series 2004-HE7**

13. Pooling and Servicing Agreement, dated as of October 1, 2004 (as amended, restated, supplemented, or otherwise modified from time to time), among Morgan Stanley ABS Capital I Inc., as Depositor, Chase Manhattan Mortgage Corporation, as Servicer, Countrywide Home Loans Servicing LP., as Servicer, New Century Mortgage Corporation, as Servicer, AAMES Capital Corporation, as Responsible Party, NC Capital Corporation, as Responsible Party and Deutsche Bank National Trust Company, as Trustee, related to the **Morgan Stanley ABS Capital I Inc. Trust 2004-HE8 Mortgage Pass-Through Certificates, Series 2004-HE8**

14. Pooling and Servicing Agreement, dated as of November 1, 2004 (as amended, restated, supplemented, or otherwise modified from time to time), among Morgan Stanley ABS Capital I Inc., as Depositor, Countrywide Home Loans Servicing LP., as Servicer, AAMES Capital Corporation, as Responsible Party, NC Capital Corporation, as Responsible Party, Accredited Home Lenders, Inc., as Responsible Party and Deutsche Bank National Trust Company, as Trustee, related to the **Morgan Stanley ABS Capital I Inc. Trust 2004-HE9 Mortgage Pass-Through Certificates, Series 2004-HE9**

15. Pooling and Servicing Agreement, dated as of February 1, 2004 (as amended, restated, supplemented, or otherwise modified from time to time), among Morgan Stanley ABS Capital I Inc., as Depositor, Countrywide Home Loans Servicing LP., as Servicer, NC Capital Corporation, as Responsible Party and Deutsche Bank National Trust Company, as Trustee, related to the **Morgan Stanley ABS Capital I Inc. Trust 2004-NC2 Mortgage Pass-Through Certificates, Series 2004-NC2**

16. Pooling and Servicing Agreement, dated as of April 1, 2004 (as amended, restated, supplemented, or otherwise modified from time to time), among Morgan Stanley ABS Capital I Inc., as Depositor, Countrywide Home Loans Servicing LP., as Servicer, NC Capital Corporation, as Responsible Party and Deutsche Bank National Trust Company, as Trustee, related to the **Morgan Stanley ABS Capital I Inc. Trust 2004-NC3 Mortgage Pass-Through Certificates, Series 2004-NC3**

17. Pooling and Servicing Agreement, dated as of June 1, 2004 (as amended, restated, supplemented, or otherwise modified from time to time), among Morgan Stanley ABS Capital I Inc., as Depositor, Countrywide Home Loans Servicing LP., as Servicer, NC Capital Corporation, as Responsible Party and Deutsche Bank National Trust Company, as Trustee, related to the **Morgan Stanley ABS Capital I Inc. Trust 2004-NC5 Mortgage Pass-Through Certificates, Series 2004-NC5**

18. Pooling and Servicing Agreement, dated as of November 1, 2004 (as amended, restated, supplemented, or otherwise modified from time to time), among Morgan Stanley ABS Capital I Inc., as Depositor, Chase Manhattan Mortgage Corporation, as Servicer, Countrywide Home Loans Servicing LP., as Servicer, New Century Mortgage Corporation, as Servicer, NC Capital Corporation, as Responsible Party and Deutsche Bank National Trust Company, as Trustee, related to the **Morgan Stanley ABS Capital I Inc. Trust 2004-NC8 Mortgage Pass-Through Certificates, Series 2004-NC8**

19. Pooling and Servicing Agreement, dated as of December 1, 2004 (as amended, restated, supplemented, or otherwise modified from time to time), among Morgan Stanley ABS Capital I Inc., as Depositor, Countrywide Home Loans Servicing LP., as Servicer, WMC Mortgage Corp., as Responsible Party and Deutsche Bank National Trust Company, as Trustee, related to the **Morgan Stanley ABS Capital I Inc. Trust 2004-WMC3 Mortgage Pass-Through Certificates, Series 2004-WMC3**

20. Pooling and Servicing Agreement, dated as of January 1, 2005 (as amended, restated, supplemented, or otherwise modified from time to time), among Morgan Stanley ABS Capital I Inc., as Depositor, Countrywide Home Loans Servicing LP., as Servicer, HomeQ Servicing Corporation, as Servicer, Decision One Mortgage Company LLC, as Responsible Party, Option One Mortgage Corporation, as Responsible Party and Servicer, NC Capital Corporation, as Responsible Party, Accredited Home Lenders, Inc., as Responsible Party, Wells Fargo Bank, National Association, as Custodian and Deutsche Bank National Trust Company, as Trustee, related to the **Morgan Stanley ABS Capital I Inc. Trust 2005-HE1 Mortgage Pass-Through Certificates, Series 2005-HE1**

21. Pooling and Servicing Agreement, dated as of March 1, 2005 (as amended, restated, supplemented, or otherwise modified from time to time), among Morgan Stanley ABS Capital I Inc., as Depositor, Option One Mortgage Corporation, as Responsible Party and Servicer, Countrywide Home Loans Servicing LP., as Servicer, HomeQ Servicing Corporation, as Servicer, Decision One Mortgage Company LLC, as Responsible Party, NC Capital Corporation, as Responsible Party, Accredited Home Lenders, Inc., as Responsible Party, AAMES Capital Corporation, as Responsible Party, Wells Fargo Bank, National Association, as Custodian and Deutsche Bank National Trust Company, as Trustee, related to the **Morgan Stanley ABS Capital I Inc. Trust 2005-HE2 Mortgage Pass-Through Certificates, Series 2005-HE2**

22. Pooling and Servicing Agreement, dated as of April 1, 2005 (as amended, restated, supplemented, or otherwise modified from time to time), among Morgan Stanley ABS Capital I Inc., as Depositor, HomeQ Servicing Corporation, as Servicer, Countrywide Home Loans Servicing LP., as Servicer, NC Capital Corporation, as Responsible Party and Deutsche Bank National Trust Company, as Trustee, related to the **Morgan Stanley ABS Capital I Inc. Trust 2005-NC2 Mortgage Pass-Through Certificates, Series 2005-NC2**

23. Pooling and Servicing Agreement, dated as of February 1, 2005 (as amended, restated, supplemented, or otherwise modified from time to time), among Morgan Stanley ABS Capital I Inc., as Depositor, Countrywide Home Loans Servicing LP., as Servicer, WMC Mortgage Corp., as Responsible Party, Wells Fargo Bank, National Association, as Custodian and Deutsche Bank National Trust Company, as Trustee, related to the **Morgan Stanley ABS Capital I Inc. Trust 2005-WMC1 Mortgage Pass-Through Certificates, Series 2005-WMC1**

24. Pooling and Servicing Agreement, dated as of June 1, 2006 (as amended, restated, supplemented, or otherwise modified from time to time), among Morgan Stanley ABS Capital I Inc., as Depositor, Countrywide Home Loans Servicing LP., as Servicer, Wells Fargo Bank, National Association, as Servicer and Custodian, HomeQ Servicing Corporation, as Servicer, New Century Mortgage Corporation, as Servicer, NC Capital Corporation, as Responsible Party, WMC Mortgage Corp., as Responsible Party, Decision One Mortgage Company, LLC, as Responsible Party and Deutsche Bank National Trust Company, as Trustee, related to the **Morgan Stanley ABS Capital I Inc. Trust 2006-HE5 Mortgage Pass-Through Certificates, Series 2006-HE5**

25. Pooling and Servicing Agreement, dated as of September 1, 2006 (as amended, restated, supplemented, or otherwise modified from time to time), among Morgan Stanley ABS Capital I Inc., as Depositor, Countrywide Home Loans Servicing LP., as Servicer, Wells Fargo Bank, National Association, as Servicer and Custodian, New Century Mortgage Corporation, as Servicer, NC Capital Corporation, as Responsible Party, WMC Mortgage Corp., as Responsible Party, Decision One Mortgage Company, LLC, as Responsible Party, LaSalle Bank National Association, as Custodian and Deutsche Bank National Trust Company, as Trustee, related to the **Morgan Stanley ABS Capital I Inc. Trust 2006-HE6 Mortgage Pass-Through Certificates, Series 2006-HE6**

26. Pooling and Servicing Agreement, dated as of October 1, 2006 (as amended, restated, supplemented, or otherwise modified from time to time), among Morgan Stanley ABS Capital I Inc., as Depositor, Countrywide Home Loans Servicing LP., as Servicer, New Century Mortgage Corporation, as Servicer, NC Capital Corporation, as Responsible Party, WMC Mortgage Corp., as Responsible Party, Decision One Mortgage Company, LLC, as Responsible Party, Wells Fargo Bank, National Association, as Custodian, LaSalle Bank National Association, as Custodian and Deutsche Bank National Trust Company, as Trustee, related to the **Morgan Stanley ABS Capital I Inc. Trust 2006-HE7 Mortgage Pass-Through Certificates, Series 2006-HE7**

27. Pooling and Servicing Agreement, dated as of November 1, 2006 (as amended, restated, supplemented, or otherwise modified from time to time), among Morgan Stanley ABS Capital I Inc., as Depositor, Wells Fargo Bank, National Association, as Master Servicer, Securities Administrator and Custodian, Saxon Mortgage Services, Inc., as Servicer, Countrywide Home Loans Servicing LP, as Servicer, New Century Mortgage Corporation, as Servicer, NC Capital Corporation, as Responsible Party, WMC Mortgage Corp., as Responsible Party, Decision One Mortgage Company, LLC, as Responsible Party, LaSalle Bank National Association, as Custodian and Deutsche Bank National Trust Company, as Trustee, related to the **Morgan Stanley ABS Capital I Inc. Trust 2006-HE8 Mortgage Pass-Through Certificates, Series 2006-HE8**

28. Pooling and Servicing Agreement, dated as of November 1, 2006 (as amended, restated, supplemented, or otherwise modified from time to time), among Morgan Stanley ABS Capital I Inc., as Depositor, Countrywide Home Loans Servicing LP, as Servicer, New Century Mortgage Corporation, as Servicer, NC Capital Corporation, as Responsible Party and Deutsche Bank National Trust Company, as Trustee, related to the **Morgan Stanley ABS Capital I Inc. Trust 2006-NC5 Mortgage Pass-Through Certificates, Series 2006-NC5**

29. Pooling and Servicing Agreement, dated as of January 1, 2007 (as amended, restated, supplemented, or otherwise modified from time to time), among Morgan Stanley ABS Capital I Inc., as Depositor, Saxon Mortgage Services, Inc., as Servicer, Countrywide Home Loans Servicing LP, as Servicer, NC Capital Corporation, as Responsible Party, Decision One Mortgage Company, LLC, as Responsible Party, LaSalle Bank National Association, as Custodian and Deutsche Bank National Trust Company, as Trustee, related to the **Morgan Stanley ABS Capital I Inc. Trust 2007-HE1 Mortgage Pass-Through Certificates, Series 2007-HE1**

30. Pooling and Servicing Agreement, dated as of February 1, 2007 (as amended, restated, supplemented, or otherwise modified from time to time), among Morgan Stanley ABS Capital I Inc., as Depositor, Saxon Mortgage Services, Inc., as Servicer, Countrywide Home Loans Servicing LP, as Servicer, Wells Fargo Bank, National Association, as Servicer and Custodian, New Century Mortgage Corporation, as Servicer, NC Capital Corporation, as Responsible Party, WMC Mortgage Corp., as Responsible Party, Decision One Mortgage Company, LLC, as Responsible Party, LaSalle Bank National Association, as Custodian and Deutsche Bank National Trust Company, as Trustee, related to the **Morgan Stanley ABS Capital I Inc. Trust 2007-HE2 Mortgage Pass-Through Certificates, Series 2007-HE2**

31. Pooling and Servicing Agreement, dated as of February 1, 2007 (as amended, restated, supplemented, or otherwise modified from time to time), among Morgan Stanley ABS Capital I Inc., as Depositor, Saxon Mortgage Services, Inc., as Servicer, Countrywide Home Loans Servicing LP, as Servicer, NC Capital Corporation, as Responsible Party, Wells Fargo Bank, National Association, as Custodian and Deutsche Bank National Trust Company, as Trustee, related to the **Morgan Stanley ABS Capital I Inc. Trust 2007-HE3 Mortgage Pass-Through Certificates, Series 2007-HE3**

32. Pooling and Servicing Agreement, dated as of April 1, 2007 (as amended, restated, supplemented, or otherwise modified from time to time), among Morgan Stanley ABS Capital I Inc., as Depositor, Wells Fargo Bank, National Association, as Master Servicer, Securities Administrator and Custodian, Saxon Mortgage Services, Inc., as Servicer, Countrywide Home Loans Servicing LP, as Servicer, WMC Mortgage Corp., as Responsible Party, Decision One Mortgage Company, LLC, as Responsible Party, LaSalle Bank National Association, as Custodian and Deutsche Bank National Trust Company, as Trustee, related to the **Morgan Stanley ABS Capital I Inc. Trust 2007-HE5 Mortgage Pass-Through Certificates, Series 2007-HE5**

33. Pooling and Servicing Agreement, dated as of May 1, 2007 (as amended, restated, supplemented, or otherwise modified from time to time), among Morgan Stanley ABS Capital I Inc., as Depositor, Wells Fargo Bank, National Association, as Master Servicer, Securities Administrator and Custodian, Saxon Mortgage Services, Inc., as Servicer, Countrywide Home Loans Servicing LP, as Servicer, WMC Mortgage Corp., as Responsible Party, Decision One Mortgage Company, LLC, as Responsible Party, LaSalle Bank National Association, as Custodian and Deutsche Bank National Trust Company, as Trustee, related to the **Morgan Stanley ABS Capital I Inc. Trust 2007-HE6 Mortgage Pass-Through Certificates, Series 2007-HE6**

34. Pooling and Servicing Agreement, dated as of September 1, 2007 (as amended, restated, supplemented, or otherwise modified from time to time), among Morgan Stanley ABS Capital I Inc., as Depositor, Wells Fargo Bank, National Association, as Master Servicer, Securities Administrator and Custodian, Saxon Mortgage Services, Inc., as Servicer, Countrywide Home Loans Servicing LP, as Servicer, LaSalle Bank National Association, as Custodian and Deutsche Bank National Trust Company, as Trustee, related to the **Morgan Stanley ABS Capital I Inc. Trust 2007-HE7 Mortgage Pass-Through Certificates, Series 2007-HE7**

35. Pooling and Servicing Agreement, dated as of January 1, 2007 (as amended, restated, supplemented, or otherwise modified from time to time), among Morgan Stanley ABS Capital I Inc., as Depositor, Countrywide Home Loans Servicing LP, as Servicer, Saxon Mortgage Services, Inc., as Servicer, NC Capital Corporation, as Responsible Party and Deutsche Bank National Trust Company, as Trustee, related to the **Morgan Stanley ABS Capital I Inc. Trust 2007-NC1 Mortgage Pass-Through Certificates, Series 2007-NC1**

36. Pooling and Servicing Agreement, dated as of April 1, 2007 (as amended, restated, supplemented, or otherwise modified from time to time), among Morgan Stanley ABS Capital I Inc., as Depositor, Wells Fargo Bank, National Association, as Master Servicer and Securities Administrator, Saxon Mortgage Services, Inc., as Servicer, Countrywide Home Loans Servicing LP, as Servicer, and Deutsche Bank National Trust Company, as Trustee, related to the **Morgan Stanley ABS Capital I Inc. Trust 2007-NC2 Mortgage Pass-Through Certificates, Series 2007-NC2**

37. Pooling and Servicing Agreement, dated as of February 1, 2007 (as amended, restated, supplemented, or otherwise modified from time to time), among Morgan Stanley ABS Capital I Inc., as Depositor, Saxon Mortgage Services, Inc., as Servicer, Wells Fargo Bank, National Association, as Servicer and Custodian, Countrywide Home Loans Servicing LP, as Servicer, First NLC Financial Services, LLC, as Responsible Party and Deutsche Bank National Trust Company, as Trustee, related to the **Morgan Stanley Home Equity Loan Trust 2007-1 Mortgage Pass-through Certificates, Series 2007-1**

38. Pooling and Servicing Agreement, dated as of March 1, 2007 (as amended, restated, supplemented, or otherwise modified from time to time), among Morgan Stanley ABS Capital I Inc., as Depositor, Wells Fargo Bank, National Association, as Master Servicer, Securities Administrator and Servicer, Saxon Mortgage Services, Inc., as Servicer, Countrywide Home Loans Servicing LP, as Servicer, First NLC Financial Services, LLC, as Responsible Party and Deutsche Bank National Trust Company, as Trustee, related to the **Morgan Stanley Home Equity Loan Trust 2007-2 Mortgage Pass-through Certificates, Series 2007-2**

39. Pooling and Servicing Agreement, dated as of May 15, 2005 (as amended, restated, supplemented, or otherwise modified from time to time), among Financial Asset Securities Corp., as Depositor, Countrywide Home Loans Servicing LP, as Servicer and Deutsche Bank National Trust Company, as Trustee, related to the **Soundview Home Loan Trust 2005-DO1 Asset-Backed Certificates, Series 2005-DO1**

40. Pooling and Servicing Agreement, dated as of March 1, 2007 (as amended, restated, supplemented, or otherwise modified from time to time), among Financial Asset Securities Corp., as Depositor, Countrywide Home Loans Servicing LP, as Servicer and Deutsche Bank National Trust Company, as Trustee, related to the **Soundview Home Loan Trust 2007-WMC1 Asset-Backed Certificates, Series 2007-WMC1**