File 35985-8

BOX 14

THIS INSTRUMENT PREPARED BY:
Drafted by:
MATTHEW KNABLE, Attorney at Law
P.O. BOX 52773
KNOXVILLE, TN 37950

Karen Johnson Davidson County
Batch# 911934 DEEDWARRSP
09/02/2022 10:19:25 AM 8 pgs
Fees: $43.00 Taxes: $999.00



20220902-0099149

SPECIAL WARRANTY DEED

ADDRESS NEW OWNER(s) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
BENJAMIN RICHARDS AND REBECAH RICHARDS	**BENJAMIN RICHARDS AND REBECAH RICHARDS**	**116-13-0C-044.00** -co
96 Jamestown Park	**96 Jamestown Park**	
Nashville, TN 37205	**Nashville, TN 37205**	

FOR AND IN CONSIDERATION of $270,000.00, cash in hand paid by the Grantee(s) and other good and valuable considerations accepted as cash, the receipt and sufficiency of which is hereby acknowledged, **CASCADE FUNDING MORTGAGE TRUST HB5,** a Delaware statutory trust, has/have this day bargained and sold, and do hereby transfer and convey unto

the said **BENJAMIN HOLMAN RICHARDS AND REBECAH ANN RICHARDS, HUSBAND AND WIFE,** the Grantee(s) herein, their successors, heirs and assigns, certain real estate in DAVIDSON County, Tennessee as follows:

A CONDOMINIUM APARTMENT IN DAVIDSON COUNTY, TENNESSEE, BEING UNIT NO. 44, TOGETHER WITH PARKING SPACE NO. 2, ON THE REVISED PLAN OF BELLE MEADE TOWER CONDOMINIUM APARTMENTS, A HORIZONTAL PROPERTY REGIME PURSUANT TO THE TENNESSEE HORIZONTAL PROPERTY ACT, AS SHOWN ON THE PLAN TO THE MASTER DEED OF RECORD IN BOOK 4175, PAGE 159, REGISTER'S OFFICE FOR SAID COUNTY AND REVISED AT INSTRUMENT NO. 20001020-0104050, REGISTER'S OFFICE FOR SAID COUNTY, TO WHICH SOURCE REFERENCE IS HEREBY MADE FOR MORE COMPLETE DETAILS OF DESCRIPTION, TOGETHER WITH THE SAID APARTMENTS APPURTENANT UNDIVIDED INTEREST IN THE GENERAL AND LIMITED COMMON ELEMENTS OF THE CONDOMINIUM.

THIS BEING THE SAME PROPERTY CONVEYED TO CASCADE FUNDING MORTGAGE TRUST HB5 FROM BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES 1 TRUST BY MORTGAGE ASSETS MANAGEMENT LLC, ATTORNEY IN FACT IN A DEED DATED DECEMBER 30 2021 AND RECORDED JANUARY 12 2022 AS INSTRUMENT 20220112-0004601.

Property known as: 105 LEAKE AVENUE UNIT 44, NASHVILLE, TN 37205.

TO HAVE AND TO HOLD said real estate, with the appurtenance, estate, title and interest thereto belonging, to the Grantees 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 hereinafter.

We further covenant and bind ourselves, our successors, assigns and legal representatives, to warrant and forever defend the title to said real estate to said Grantees, their (successors), heirs and assigns, against the lawful claims of all persons, claiming by, through or under the grantor.

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 this 6-9-2022 the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

CASCADE FUNDING MORTGAGE TRUST HB5
by: PHH MORTGAGE CORPORATION, D/B/A PHH MORTGAGE SERVICES, as attorney in fact

Randall Reynolds

By: RANDALL REYNOLDS

Its: AUTHORIZED SIGNER

State of TX
County of Harris

On this the 9 day of June, 2022, before me, Karen Maples, the undersigned officer, personally appeared Randall Reynolds, who acknowledged herself/himself to be the Authorized Signer of PHH MORTGAGE CORPORATION, D/B/A PHH MORTGAGE SERVICES, as attorney in fact for CASCADE FUNDING MORTGAGE TRUST HB5, a Delaware statutory trust, and that she/he, as such Authorized Signer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the grantor herein by herself/himself as Randall Reynolds

In witness whereof I hereunto set my hand and official seal.

Karen Maples
Notary Public
Commission Expires:

KAREN MAPLES
Notary Public, State of Texas
Comm. Expires 05-01-2025
Notary ID 129408023

I/WE hereby swear or affirm that actual consideration for this transfer or the value of the property transferred, whichever is greater, is $270,000.00, which amount is equal to or greater than that which the property would command at a fair and voluntary sale.

Diana M Auld

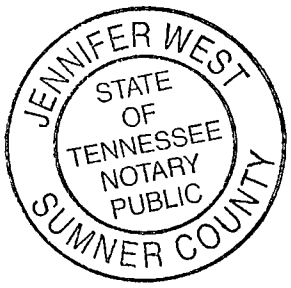
Affiant:

STATE OF TN

COUNTY OF Davidson

Subscribed and sworn before me this 31 day of August, 2022 by

(seal)



Notary Public

My Commission Expires: 10/23/2023

This instrument has been executed pursuant to a Power of Attorney.
A copy of the Power of Attorney is attached here as Exhibit "A".

Instr# 117699417 , Page 1 -- ., -------- --,--,---- -- -2:57 PM
Broward County Commission

File 35985-8

EXHIBIT "A"

BOX 14

Instrument Prepared By:
Kenneth Nick
1251 Avenue of the Americas, 50th Floor
New York, NY 20020

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Cascade Funding Mortgage Depositor HB, LLC, as Trust Administrator on behalf of (i) Cascade Funding Mortgage Trust HB5 (the "Trust"), located at 1251 Avenue of the Americas, 50th Floor, New York, NY 10020 and (ii) Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as owner trustee (the "Owner Trustee") on behalf of the Trust solely with respect to any mortgage asset titled in the name of the Owner Trustee on behalf of the Trust (the Trust and Owner Trustee collectively shall be referred to as "Client"), does now irrevocably make constitute and appoint (which appointment is coupled with an interest) PHH Mortgage Corporation, d/b/a PHH Mortgage Services ("Subservicer"), having an office at 1661 Worthington Rd, Ste 100, West Palm Beach, FL 33409, its true and lawful attorney-in-fact, for it and in its name, place and stead for the limited Actions listed below, exclusively for the mortgage loans (collectively, the "Mortgage Loans") subserviced under the Reverse Mortgage Subservicing Agreement (the "Agreement"), dated October 1, 2021 between the Client and Subservicer, for which such authorization shall remain in effect for the term of the Agreement.

As used in this Limited Power of Attorney, the term "Actions" shall mean and be limited to the following acts, in each case only with respect to the Mortgage Loans and in accordance with state and federal applicable laws:

A. to prepare, execute and record the applicable documents required to institute and complete assignments, foreclosures or deeds in lieu of foreclosure proceedings, including, but not limited to, the execution of notices of defaults, notices of sale, affidavits, powers of attorney, substitutions of trustees, assignments of mortgage, releases of lien, satisfactions, special warranty deeds, deeds of conveyances, deeds of reconveyance, assignments of sheriff's certificates of sale, assignments of bids, assignments of deficiency judgments, ramifications of sale, real estate listing agreements, real estate sales contracts and addenda, closing statements and closing documents, and any other documents required under any applicable laws or regulations, as may be necessary for the servicing of the Mortgage Loans;

B. to prepare, execute and deliver to individual Mortgagors obligated to the Client (or any investor for whom the Client acts as the servicer), the applicable documents required to satisfy or record, under any applicable laws or regulation, all Mortgages and Mortgage Instruments or instruments of conveyance and reconveyance;

C. to prepare and execute such documents or agreements as may be necessary to complete the sale of any REO acquired under the terms of any Mortgage or Mortgage Instrument, including, but not limited to, executing all contracts, agreements, deeds, assignments or other instruments necessary to effect such sale, transfer or disposition, and receiving proceeds and endorsing checks made payable to the order of the Client from such proceedings;

D. to prepare, execute and deliver satisfactions, cancellations, discharges, lost note instruments, or full or partial releases of lien, subordination agreements, modification agreements, assumption agreements and UCC-3 Continuation Statements;

I hereby certify this document to be a true, correct and complete copy of the record filed in my office.
Dated this 03 day of November, 2021 County Administrator.
By: Broward County Deputy Clerk
8988ead2-fdd5-438c-9a5a-5dcf4252a871 Page 1 of 4

E. to endorse insurance proceeds checks and Mortgage Loan payment checks in the Client's name;

F. to prepare and execute such documents as may be necessary to correct errors and to replace missing documents pertaining to the Mortgage Loans, or modify and/or amend any Mortgage Documents, as required by applicable law or regulation, investors, insurers or custodians; and

G. any and all such other acts of any kind and nature whatsoever that are necessary and prudent to service the Mortgage Loans, including, without limitation, delegating the authority granted herein necessary third parties, including but not limited to law firms or trust companies and each of their officers, directors, employees, agents and assigns.

With respect to the Actions, Client gives to Subservicer, as its 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 the undersigned might or could do, and hereby does ratify and confirm all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof.

Third parties without the 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 has not been revoked by the Client.

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 Client or be construed to create a duty of Client 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 of or on behalf of Client, or (iii) execute any document or take any action on behalf of, or in the name, place, or stead of, Client, except as provided herein. 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. Capitalized terms used but not defined in this Limited Power of Attorney shall have the meanings set forth in the Agreement.

[Remainder of page intentionally left blank]

I hereby certify this document to be a true, correct and complete copy of the record filed in my office.
Dated this 03 day of November, 2021 County Administrator.
By: Broward County Deputy Clerk
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IN WITNESS HEREOF, I have signed this document as of the 29th day of September, 2021.

Cascade Funding Mortgage Trust HB5

By: Cascade Funding Mortgage Depositor HB, LLC, its Trust Administrator

By: _____

Name: Kenneth Nick

Title: Authorized Person

Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as Owner Trustee on behalf of the Trust

By: Cascade Funding Mortgage Depositor HB, LLC, its attorney-in-fact

By: _____

Name: Kenneth Nick

Title: Authorized Person

_____
Witness: Dylan Mann, Analyst

_____
Witness: Daniel Ross, Analyst

I hereby certify this document to be a true, correct and complete copy of the record filed in my office.
Dated this 03 day of November, 2021 County Administrator.
By: Broward County Deputy Clerk
8988ead2-fdd5-438c-9a5a-5dcf4252a871 Page 3 of 4

STATE OF NEW YORK §
§
COUNTY OF NEW YORK §

On this 29th day of September, 2021, before me, the undersigned notary public, personally appeared Kenneth Nick, Authorized Person, on behalf of Cascade Funding Mortgage Depositor HB, LLC, in its capacity as Trust Administrator of the Trust and attorney-in-fact of Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as Owner Trustee on behalf the Trust, being personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged the foregoing as the free act and deed of Cascade Funding Mortgage Depositor HB, LLC, in its capacity as Trust Administrator of the Trust and attorney-in-fact of Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as Owner Trustee on behalf of the Trust.

Witness my hand and official seal.

Printed Name: Marc B. Ledesma

Notary Public, In and for the State of NY

My commission expires: 5/20/2022

MARC B. LEDESMA
NOTARY PUBLIC STATE OF NEW YORK
NO. 02LE6074665
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES MAY 20, 20 22

I hereby certify this document to be a true, correct and complete copy of the record filed in my office.
Dated this 03 day of November, 2021 County Administrator.
By: Broward County Deputy Clerk
8988ead2-fdd5-438c-9a5a-5dcf4252a871 Page 4 of 4