

Record and return to  
State Title Partners, LLP    STP-14109  
300 W. Fee Avenue, Ste. B  
Melbourne, FL 32901

This Instrument Was Prepared By  
Mary Reed  
LAW OFFICES OF DAVID J STERN, P A  
900 South Pine Island Road, Suite 400  
Plantation, FL 33324  
File No 08-C21975  
Tax Folio No 283720LR6024  
Asset No

### SPECIAL WARRANTY DEED

THIS INDENTURE, made this 26 day of June, 2008, between **DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR MORGAN STANLEY LOAN TRUST 2006-NC3.**, whose post-office mailing address is 8480 Stagecoach Circle, Frederick, MD 21701, hereinafter called the Grantor, to **LARRY A. CARLING a married man**, whose post-office mailing address is 1230 Bara Lane NE, Palm Bay FL 32905, hereinafter called the Grantee

(Wherever used herein the terms "Grantor" and "Grantee" include the parties to this instrument and their heirs, legal representatives and assignees of individuals, and assigns of corporations)

**WITNESSETH:** the Grantor, for and in consideration of the sum of TEN and 00/100 (\$10 00 ) DOLLARS and other good and valuable consideration, receipt whereof is hereby acknowledged by these presents, does grant, bargain and sell, alien, remise, release, convey and confirm unto the Grantee all that certain land, situate in Brevard County Florida, viz

Lot 24, Block 60, PORT MALABAR COUNTRY CLUB UNIT SIX, according to the Plat thereof, as recorded in Plat Book 25, Pages 48 through 51, inclusive, Public Records of Brevard County, Florida

Subject to Restrictions, limitations, conditions, reservations, covenants and easements of record, if any, all applicable zoning ordinances, and taxes for the year 2008 and subsequent years

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple, that the Grantor has good right and lawful authority to sell and convey said land, that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor

The Grantor, as trustee, has the full power and authority to protect, conserve, sell, convey, lease, encumber, and to otherwise manage and dispose of said real property pursuant to F S 689 071

The undersigned Agent further states that the Power of Attorney has not been heretofore revoked by the Principal and is still in full force and effect

Wherever the text in this Special Warranty Deed so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural

**IN WITNESS WHEREOF** the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer(s) thereunto duly authorized, the day and year first above written

Signed, sealed and delivered  
in our presence

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS  
TRUSTEE FOR MORGAN STANLEY LOAN TRUST  
2006-NC3.

Celeste Araneta  
Print Name: Celeste Araneta

Tina Mackey  
Print Name: TINA MACKEY

By: **WELLS FARGO BANK, N.A.**  
Its Attorney-in-Fact pursuant to Power of Attorney  
attached hereto.

By [Signature]  
Print Name JENNIFER PRESLEY  
Assistant Vice President  
Title

(CORPORATE SEAL)

STATE OF Maryland  
COUNTY OF Frederick

The foregoing instrument was acknowledged before me this 26 day of June, 2008, by  
Jennifer Presley, as AVP of WELLS FARGO BANK,  
N.A. as Attorney-in-Fact for **DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR  
MORGAN STANLEY LOAN TRUST 2006-NC3.**, who executed same on behalf of the said corporation and  
who did take an oath He/She is personally known to me or has produced \_\_\_\_\_ as  
identification

Rachel Hoover  
Notary Public, State of \_\_\_\_\_

Print Name \_\_\_\_\_

My commission expires \_\_\_\_\_

RACHAEL A HOOVER  
NOTARY PUBLIC  
FREDERICK COUNTY  
MARYLAND  
MY COMMISSION EXPIRES JULY 26, 2011

[Illegible Stamp]

## SERVICER POWER OF ATTORNEY

**After Recording Please Return to:**

Premiere Asset Services  
 Attn: Jennifer Presley  
 8480 Stagecoach Circle  
 MAC x3800-03C  
 Frederick, MD 21701

## 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 principal place of business at 1761 East St Andrew Place, Santa Ana, California, 92705, as Trustee pursuant to that Morgan Stanley ABS Capital I Inc. Trust 2006-NC3 Pooling and Servicing Agreement dated as of April 1, 2006 (the "Agreement") by and among Morgan Stanley ABS Capital I Inc., as depositor (the "Depositor"), HomeEq Servicing Corporation, as a servicer ("HomeEq"), Wells Fargo Bank, N.A., as a servicer ("Wells Fargo"), NC Capital Corporation, as responsible party ("NC Capital") and Deutsche Bank National Trust Company, as trustee (the "Trustee"), hereby constitutes and appoints HomeEq Servicing Corporation, by and through [HomeEq's][Wells Fargo'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 HomeEq Servicing Corporation pursuant to the Agreement 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 HomeEq Servicing Corporation is acting as servicer.

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreement 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 Agreement.

- 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
- 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 April 28, 2005

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 Homeq Servicing Corporation to the Trustee under the Agreement, or (ii) be construed to grant Homeq Servicing Corporation 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 Homeq Servicing Corporation receives any notice of suit, litigation or proceeding in the name of Deutsche Bank National Trust Company, then Homeq Servicing Corporation shall promptly forward a copy of same to the Trustee.

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

Homeq Servicing Corporation 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 Homeq Servicing Corporation of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or removal of the Trustee under the Agreement.

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 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 signatory this 9<sup>th</sup> day of February 2007.

Deutsche Bank National Trust Company, ✓

By  as Trustee

Name Amy Stoddard

Title Authorized Signer

Acknowledged and Agreed  
Wells Fargo Bank, N.A.

By  
Name  
Title

  
JENNIFER PRESLEY  
ASSISTANT VICE PRESIDENT

\_\_\_\_\_

STATE OF CALIFORNIA

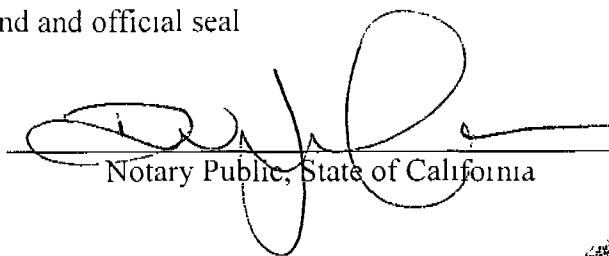
COUNTY OF ORANGE

On February, 9th, before me, the undersigned, a Notary Public in and for said state, personally appeared Amy Stoddard, of Deutsche Bank National Trust Company, as Trustee for Morgan Stanley ABS Capital I Inc Trust 2006-NC3 personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed that same in her authorized capacity, and that by her signature on the instrument the entity upon behalf of which the person acted and executed the instrument

WITNESS my hand and official seal

(SEAL)



  
Notary Public, State of California

