CFN 2010213962, OR BK 6271 Page 2823, Recorded 11/02/2010 at 05:02 PM, Scott Ellis, Clerk of Courts, Brevard County Doc. D: \$544.60



Prepared by and return to:
Albertelli Law
Alicia A. Haynes
5404 Cypress Center Drive, Suite 300
Tampa, Florida 33609
Our File Number: TPA10-25540
as a necessary incident to the fulfillment of conditions contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (folio) Number (s): 29-37-20-GQ-00826.0-0012.00

## SPECIAL WARRANTY DEED

This Special Warranty Deed, made this October 2010, by U.S. Bank National Association as Trustee for the Certificateholders of Mortgage Pass-Through Certificates, Series 2006-AR6, having its place of business at: 7757 Bayberry Road, Jacksonville, FL. 32256 here by called the grantor,

to Ellen Fielding, A Married Woman, whose Post Office address is: 1989 Radcliff Ave SE, Palm Bay, FL 32909, hereinafter called the grantee,

WITNESSETH: That grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, aliens, remis, releases, conveys and confirms unto grantee, all that certain land situate in **Brevard** County, Florida, viz:

LOT 12, BLOCK 826, PORT MALABAR UNIT SEVENTEEN, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 15, PAGES 99 THROUGH 108, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA

See exhibits

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

TO HAVE AND TO HOLD the same in fee simple forever.

GRANTOR'S WILL WARRANT and forever defend the right and title to the above-described real property unto the Grantees against the claims of all people, claiming by, though or under Grantor's, but not otherwise. (wherever used herein the terms "grantor" and "grantee" included all the parties to this instrument, and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporation.)

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in the name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written...

Signed, sealed and delivered in the presence of:  Witness signature Hill William Son	U.S. Bank National Association as Trustee for the Certificateholders of Mortgage Pass-Through Certificates, Series 2006-AR6 by EMC Mortgage Corporation, Inc.  By: Frint Name Frite:
Print witness name	Kimberly L. Roberts  Vice President
Witness signature AUSSAOUETS  Print witness name	(Corporate Seal)  SEAL  1990
State ofCounty of	
2184	Kimberly L. Roberts Vice President
the foregoing instrument was acknowledged before me this 2 nd da U.S. Bank National Association as Trustee for the Certificatehold by EMC Mortgage Corporation, Inc He/she is personally known identification.	ers of Mortgage Pass-Through Certificates, Series 2000-ARO
Notary Marie France 2	
Print Notary Name	
My Commission Expires:	
Notary Seal	
SCHAKIRA F HERNANDEZ Notary Public, State of Texas My Comm. Expires July 30, 2012	

of

## EXHIDAL

## To the Secretary of EMC Mortgage Corporation

Upon recommendation, after due deliberation and pursuant to the authority granted by resolution adopted as of December 12, 2008, by the Board of Directors of EMC Mortgage Corporation (the "Corporation"), to the Chairman, the Chief Executive Officer, the President, the Chief Operating Officer, the Chief Financial Officer, each Executive Vice President, each Senior Vice President, each Vice President, the Corporate Secretary, each Assistant Secretary and the Treasurer, to appoint officers, below the level of Vice President, the undersigned hereby appoints the following persons as officers of the Corporation:

Name:
Anne Beck
Jody Gantt
Kimberly L. Roberts

Title to which appointed:
Vice President
Vice President
Vice President

The appointment of the above individuals to officer status is for the purpose of allowing these individuals to execute documents related to the sale of mortgage loans and real property and the foreclosure of real property, including assignments of mortgage, modifications of mortgage, deeds, affidavits and other closing documents, substitutions of trustee, satisfactions and lien releases on behalf of the Corporation.

This appointment and the length of term as officer of the Corporation are at the convenience and pleasure of the Corporation, and are revocable upon notice. Further, the authority of the aforesaid individuals is specifically and strictly limited to the purpose stated above. If not revoked sooner, such officer status shall terminate automatically upon each individual's transfer or termination from a position requiring these services.

EMC Mortgage Corporation

Lauren Harris, Assistant Secretary

Dated effective: March 26, 2010

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY FILE # 3372593 OR BOOK 3113 PAGE 63, Recorded 07/30/2009 at 03:33 PM

## Exhibit B

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iderdale,

Matson Title Insurance Agency, Inc. 1901 West Cypress Creek Road

Prepared by EMC Mortgage Corporation. When recorded return to: EMC Mortgage Corporation Attn: Collateral Management, 2780 Lake Vista Drive Lewisville, TX 25067-3884 214/626-2800

LIMITED POWER OF ATTORNE

KNOW ALL MEN BY THESE PRESENTS, that U.S. Bank National Association, a national banking association 5 organized and existing under the laws of the United States and having its principal place of business at 60 Livingston Avenue, St. Paul, MN 55107, not in its individual capacity but merely as Trustee (the "Trustee"), pursuant to a Pooling and Servicing Agreement dated August 1/2006, (the "Agreement") hereby constitutes and appoints EMC Mortgage Corporation ("EMC") as Successor Servicer, by and through EMC'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 EMC 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 mortgage or deeds of trust (the "Mortgages" and "Deeds of Trust" respectively), retail installment contracts ("other security instruments") and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various Certificateholders for Citigroup Mortgage Loan Trust Inc. Mortgage Pass-Through Certificates Series 2006-AR6 (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/or assignment of the Mortgage or Deed of Trust) and for which EMC is currently servicing.

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

- The modification or re-recording of a Mortgage or Deed of Trast, or re-titling of other security instruments, where aid modification, re-recording on re-titling is being done solely for the purpose of correcting the Mortgage, Deed of Trust or other security instruments 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, re-recording, or re-titling in either instance, does not adversely affect the lien position of the Mortgage. Deed of Trust or other security instruments as insured and (ii) otherwise conforms to the provision 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.
- The conveyance of the properties to the mortgage insurer, or the closing of the title to the property 3. to be acquired as real estate owned, or conveyance of title to real estate owned.
- The completion of loan assumption agreements, and recordation of same (if necessary). The full of partial satisfaction/release of a Mortgage or Deed of Trust or full or partial conveyance upon payment and discharge of the necessary limitation, cancellation of the related Mortgage Note. The assignment of any Mortgage, Deed of Trust or other security instrument and the related

Mortgage Note, in/connection with the/repurchase of the mortgage loan secured and exidenced thereby.

The full assignment of a Mortgage Deed of Trust or other security instrument 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.

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f.

- 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 truster(s) serving under a Deed of Frust, 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 candellation/rescission of notices of default and/or notices sale;
  - e. The taking of deed-in-lieu of foreclosure; and
    - 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 Frust or state law to expeditiously complete said transactions in paragraph 8. a. through 8. e. above.
- . With respect to other security instruments the power to:
  - a. Perform any other necessary acts of foreclosure and/or eviction.
- 10. With respect to the sale of real property acquired through a foreclosure or deed-in-lieu of foreclosure, including, without limitation, the execution of the following documentation:
  - a. Listing agreement;
  - b. 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;
  - d. Escrow instructions; and
  - e. Any and all documents necessary to effect the transfer of real property.
- 11. The modification or amendment of escrow agreements established for repairs to the mortgaged property.
- 12. The endorsement of loss drafts of other checks that are necessary to effectuate proper servicing of the loan.
- 13. Respond to potential and actual litigation complaints on behalf of Trustee. Trustee will be apprised of potential litigation by Servicer as soon as commercially reasonable.

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 the Limited Power of Attorney shall be effective as shown on August 1, 2006.

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 or attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by EMC to the Trustee under the Agreement, or (ii) be construed to grant EMC the power to initiate or defend any suit, litigation or proceeding brought against U.S. Bank National Association as Trustee for the applicable trust, except as specifically provided for herein or as otherwise contemplated by the Agreement. If EMC receives any notice of suit, litigation or proceeding in the name of U.S. Bank National Association as Trustee, then EMC shall forward a copy of same to the Trustee as soon as commercially reasonable.

This Limited Power of Attorney is not intended to extend the powers granted to EMC under the Agreement or to allow EMC to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreement. Not withstanding anything contained herein to the contrary, EMC shall not, without the Trustee's prior written consent (i) hire or procure counsel to represent the Trustee in its individual capacity or (ii) prepare, execute or deliver any government filing forms, permit registration or other documents, which have the effect of causing the Trustee to be registered to do business in any state. EMC 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 EMC of the powers granted to it hereunder. The

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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 aetual notice may rely upon the exercise of the power granted under this Dimited 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, U.S. Bank National Association has signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 23rd day of January, 2009.

NO CORPORATE SEAL

U.S. Bank National Association,

not in its individual capacity but solely as Trustee, for Certificateholders of Citigroup Mortgage Loan Trust Inc., Mortgage Pass-Through Certificates, Series 2006-AR6

Diane L. Reynolds Name: Derek Klein Name: Vice President Title: Asst. Vice President Title: Witness: Witnes Name: Brian Giel Name: Trisha I Acknowledged and Agreed EMC Mortgage Corporation Name:

Name: Title: As

Susan Harber Assistant Vice President

State of Minnesota

)ss.:

County of Ramsey

On this 23<sup>rd</sup> day of January, 2009, before me, the undersigned, a Notary Public in and for said County and State personally appeared Diane L. Reynolds and Derek Klein, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Vice President and Assistant Vice President of U.S. Bank National Association a national banking association that executed the within instruments, and known to me to be the person who executed the within instrument on behalf of the national banking association therein named, and acknowledge to me that such national banking association executed the within

instrument pursuant to its by laws or a resolution of its Board of Directors.

Notary Public

KAREN L. WARREN
NOTARY PUBLIC - MINNESOTA
My Chimielich Expires Jan. 31, 2012