

10PK0005

PREPARED BY AND RETURNED TO:

Theresa Housefield

Partners Title Services Group, LLC,

5808 Old Pasco Road, Wesley Chapel, Florida 33544

## **SPECIAL WARRANTY DEED**

THIS INDENTURE, MADE THIS 12 day of August, 2010, BY AND BETWEEN **DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR MORGAN STANLEY HOME EQUITY LOAN TRUST 2007-1**, A CORPORATION ORGANIZED UNDER AND EXISTING PURSUANT TO THE LAWS OF THE UNITED STATES OF AMERICA, WHOSE ADDRESS IS 7255 BAYMEADOWS WAY, JACKSONVILLE, FL 32256, HEREINAFTER CALLED GRANTOR, AND **GREG L. HARBIN AND MARY L. LABREE, HUSBAND AND WIFE AND LISA R. HARBIN, AN UNMARRIED WOMAN, AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP OF 36 Beachway Drive, Palm Coast, Florida 32137**, HEREINAFTER CALLED GRANTEE.

WITNESSETH, THAT THE SAID GRANTOR, FOR AND IN CONSIDERATION OF THE SUM OF **TEN AND 00/100 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, FOREVER, THE FOLLOWING DESCRIBED LAND IN THE COUNTY OF **FLAGLER**, STATE OF FLORIDA, TO-WIT:

THE PROPERTY IS COMMONLY KNOWN AS **36 BEACHWAY DRIVE, PALM COAST, FLORIDA 32137** AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Lot 26, Block 5, OF PALM COAST, MAP OF BELLE TERRE, Section 11, according to the plat thereof, recorded in Plat Book 6, Page(s) 62; as amended by instrument recorded in Official Records Book 35, Page 528, of the, Public Records of Flagler County, Florida.

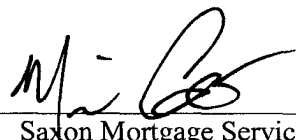
PARCEL NO. 07 11 31 7011 00050 0260

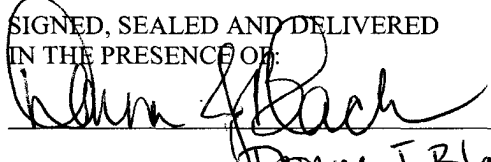
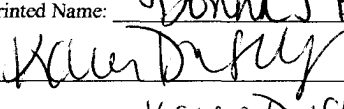
TO HAVE AND TO HOLD THE ABOVE-DESCRIBED PROPERTY, WITH APPURTENANCES, UNTO THE SAID GRANTEE, AND THEIR ASSIGNS, FOREVER, SUBJECT TO COVENANTS AND RESTRICTIONS OF RECORD, ZONING AND LAND USE RESTRICTIONS IMPOSED BY GOVERNMENTAL AUTHORITIES, AND MATTERS AN ACCURATE SURVEY WOULD REVEAL, AND SAID GRANTOR 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 UNDERSIGNED **DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR MORGAN STANLEY HOME EQUITY LOAN TRUST 2007-1** HAS CAUSED THESE PRESENTS TO BE SIGNED IN ITS NAME BY ITS UNDERSIGNED OFFICER, AND ITS CORPORATE SEAL AFFIXED THIS 4 day of August 2010

(CORPORATE SEAL)

**Deutsche Bank National Trust Company, as Trustee for Morgan Stanley Home Equity Loan Trust 2007-1**

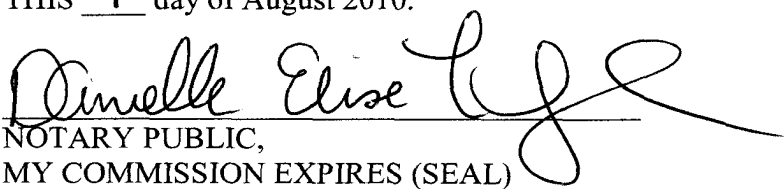
BY:   
Saxon Mortgage Services, Inc., as Attorney in Fact  
PRINTED NAME: Michael Caro  
TITLE: AVP  
\*\*See Attached Exhibit "A"

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:  
  
Witness Printed Name: Donna J Black  
  
Witness Printed Name: Karen Duffy

STATE OF MA  
COUNTY OF NORFOLK

I HEREBY CERTIFY THAT ON THIS DAY BEFORE ME, AN OFFICER DULY AUTHORIZED IN THE STATE AND COUNTY AFORESAID TO TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED Michael Caro AN Officer of Saxon Mortgage Services Inc., as Attorney in Fact for Deutsche Bank National Trust Company, as Trustee for Morgan Stanley Home Equity Loan Trust 2007-1, TO ME KNOWN AND KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, RESPECTIVELY, OF THE CORPORATION NAMED THEREIN, AND SEVERALLY ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE SAME AS SUCH OFFICERS IN THE SAME AND ON BEHALF OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID, THIS 4 day of August 2010.

  
NOTARY PUBLIC,  
MY COMMISSION EXPIRES (SEAL)



After Recording  
Please Return Original Power of Attorney to:  
Document Management Department  
Saxon Mortgage  
4708 Mercantile Drive North  
Fort Worth, Texas 76137

## Exhibit "A"

### LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank National Trust Company, a National Banking Association, incorporated and existing under the laws of the United States of America, and having its principal place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, as Trustee (the "Trustee") pursuant to those certain servicing agreements between, among others, the Trustee and Saxon Mortgage Services, Inc. (the "Servicer") relating to the trusts referenced in Exhibit A attached hereto (each a "Servicing Agreement") hereby constitutes and appoints the Servicer, by and through the Servicer'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 the Servicer pursuant to the Servicing Agreements 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, deeds of trust, or security deeds (the "Security Instrument") and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various holders under the respective Servicing Agreements (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 Security Instrument) and for which Saxon Mortgage Services, Inc. is acting as the 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 Security Instrument, where said modification or re-recording is solely for the purpose of correcting the Security Instrument 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 Security Instrument as insured and (ii) otherwise conforms to the provisions of the Agreement.
2. The subordination of the lien of a Security Instrument 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 Security Instrument 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 Security Instrument and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
7. The full assignment of a 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.
8. With respect to a Security Instrument, 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 Security Instrument, in accordance with state law and the Security Instrument;
  - 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 Security Instrument 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 **January 5, 2010**.

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

This limited power of attorney is not intended to extend the powers granted to the Servicer under the Agreement or to allow the Servicer to take any action with respect to Security Instrument or Mortgage Notes not authorized by the Servicing Agreements.

The Servicer 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 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 Agreements or the earlier resignation or removal of the Trustee under any of the Servicing Agreements.

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 **5th day of January 2010**.

Deutsche Bank National Trust Company, as Trustee

By: [Signature]  
Name: Ronaldo Reyes  
Title: Vice President

Witness: [Signature]  
Name: Richard Vieta  
Title: Trust Administrator

Witness: [Signature]  
Name: Tim Avakian  
Title: Trust Administrator

Acknowledged and Agreed  
Saxon Mortgage Services, Inc.

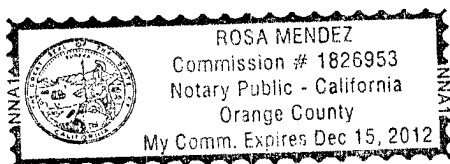
By: [Signature]  
Name:  
Title:

STATE OF CALIFORNIA  
COUNTY OF ORANGE

On **January 5, 2010**, before me, **Rosa Mendez**, a Notary Public in and for said state, personally appeared **Ronaldo Reyes**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that **he** executed that same in **his** authorized capacity, and that by **his** signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
(SEAL)



[Signature]  
Notary Public, State of California

EXHIBIT A

IXIS REAL ESTATE CAPITAL TRUST 2006-HE2	SOUNDVIEW HOME LOAN TRUST 2004-1
SOUNDVIEW HOME LOAN TRUST 2005-2	MERITAGE MORTGAGE LOAN TRUST 2004-3
MERITAGE MORTGAGE LOAN TRUST 2004-2	MERITAGE MORTGAGE LOAN TRUST 2005-2
MERITAGE MORTGAGE LOAN TRUST 2005-1	MORGAN STANLEY ABS CAPITAL I INC. TRUST 2006-HE8
GSAA HOME EQUITY TRUST 2006-2	MORGAN STANLEY LOAN TRUST 2005-3AR
MORGAN STANLEY ABS CPITAL INC. TRUST 2007-SES1	MORGAN STANLEY LOAN TRUST 2005-6AR
MORGAN STANLEY LOAN TRUST 2005-2AR	MORGAN STANLEY LOAN TRUST 2005-11AR
MORGAN STANLEY LOAN TRUST 2005-9AR	SAXON ASSET SECURITIES TRUST 2007-2
SAXON ASSET SECURITIES TRUST 2007-4	



Morgan Stanley ABS Capital I Inc. Trust 2006-HE8  
Morgan Stanley ABS Capital I Inc. Trust 2007-HE1  
Morgan Stanley ABS Capital I Inc. Trust 2007-NC1  
GSAA Home Equity Trust 2006-2  
Morgan Stanley ABS Capital I Inc. Trust 2007-SEA1  
MSAC 2007-SEA1  
MSSTI 2007-1  
EquiFirst Mortgage Loan Trust 2004-2  
IXIS Real Estate Capital Trust 2005-HE3  
IXIS Real Estate Capital Trust 2006-HE1  
IXIS Real Estate Capital Trust 2006-HE3  
Meritage Mortgage Loan Trust 2004-2  
Meritage Mortgage Loan Trust 2005-2  
Meritage Mortgage Loan Trust 2005-1  
Morgan Stanley ABS Capital I Inc. Trust 2006-HE4  
Morgan Stanley ABS Capital I Inc. Trust 2006-HE6  
MSAC 2006-HE8  
MSAC 2006-HE5  
MSAC 2006-NC4  
MSAC 2007-HE1  
MSAC 2007-HE2  
MSAC 2007-HE3  
MSAC 2007-HE5  
MSAC 2007-HE6  
MSAC 2007-HE7  
MSAC 2007-NC1  
Morgan Stanley ABS Capital I Inc. Trust 2007-NC2  
Morgan Stanley ABS Capital I Inc. Trust 2007-NC3  
Morgan Stanley ABS Capital I Inc. Trust 2007-NC4  
✓Morgan Stanley Home Equity Loan Trust 2007-1  
Morgan Stanley Home Equity Loan Trust 2007-2  
Morgan Stanley IXIS Real Estate Capital Trust 2006-1  
Morgan Stanley IXIS Real Estate Capital Trust 2006-2  
Morgan Stanley Mortgage Ln Trust 2004-6AR  
Morgan Stanley Mortgage Ln Trust 2005-11AR  
Morgan Stanley Mortgage Ln Trust 2005-11AR  
Morgan Stanley Mortgage Ln Trust 2005-3AR  
Morgan Stanley Mortgage Ln Trust 2005-5AR  
Morgan Stanley Mortgage Ln Trust 2005-6AR  
Morgan Stanley Mortgage Ln Trust 2005-9AR  
NATIXIS Real Estate Capital Trust 2007-HE2  
NovaStar Mortgage Funding Trust, Series 2006-5  
NovaStar Mortgage Funding Trust, Series 2007-1  
Saxon Asset Securities Trust 2006-2  
Saxon Asset Securities Trust 2007-2  
Saxon Asset Securities Trust 2007-4  
Soundview Home Loan Trust 2004-WMC1  
Soundview Home Loan Trust 2006-EQ1

MSAC 2006-HE8  
MSAC 2007-HE1  
MSAC 2007-NC1  
GSAA Home Equity Trust 2006-2  
Morgan Stanley ABS Capital I Inc. Trust 2007-SEA1  
Morgan Stanley Structured Trust I 2007-1  
EquiFirst Mortgage Loan Trust 2004-2  
EquiFirst Mortgage Loan Trust 2005-1  
IXIS Real Estate Capital Trust 2005-HE4  
IXIS Real Estate Capital Trust 2006-HE2  
IXIS Real Estate Capital Trust 2007-HE1  
Meritage Mortgage Loan Trust 2005-1  
Meritage Mortgage Loan Trust 2004-2  
Meritage Mortgage Loan Trust 2005-2  
Morgan Stanley ABS Capital I Inc. Trust 2006-HE5  
Morgan Stanley ABS Capital I Inc. Trust 2006-HE8  
MSAC 2006-HE6  
MSAC 2006-HE4  
Morgan Stanley ABS Capital I Inc. Trust 2006-NC4  
Morgan Stanley ABS Capital I Inc. Trust 2007-HE1  
Morgan Stanley ABS Capital I Inc. Trust 2007-HE2  
Morgan Stanley ABS Capital I Inc. Trust 2007-HE3  
Morgan Stanley ABS Capital I Inc. Trust 2007-HE5  
Morgan Stanley ABS Capital I Inc. Trust 2007-HE6  
Morgan Stanley ABS Capital I Inc. Trust 2007-HE7  
MSAC 2007-NC2  
MSAC 2007-NC3  
MSAC 2007-NC4  
MSHEL 2007-1  
MSHEL 2007-2  
MSIX 2006-1  
MSIX 2006-2  
MSMLT 2004-6AR  
MSMLT 2005-11AR  
MSMLT 2005-11AR  
MSMLT 2005-3AR  
MSMLT 2005-5AR  
MSMLT 2005-6AR  
MSMLT 2005-9AR  
NATIXIS 2007-HE2  
NovaStar Mortgage Funding Trust, Series 2006-4  
NovaStar Mortgage Funding Trust, Series 2006-6  
NovaStar Mortgage Funding Trust, Series 2007-2  
Saxon Asset Securities Trust 2007-1  
Saxon Asset Securities Trust 2007-3  
Soundview Home Loan Trust 2004-1  
Soundview Home Loan Trust 2005-2  
Saxon Asset Securities Trust 2000-2



Exhibit 'A' (cont.)

**SAXON MORTGAGE SERVICES, INC.**

**Incumbency Certificate**

19864  
Received & Recorded  
PLYMOUTH COUNTY  
REGISTRY OF DEEDS  
11 MAR 2009 09:31AM  
JOHN R. BUCKLEY, JR.  
REGISTER  
Bk 36916 Pg 22-23

The undersigned certifies that:

1. That she is the Assistant Secretary of Saxon Mortgage Services, Inc., a Texas corporation (the "Company"), and that as such officer is authorized to execute and deliver the Certificate in the name and on behalf of the Company.
2. The undersigned further certifies that the following persons who are employees of *Nationwide REO Brokers, Inc.* are duly elected with the signatory authority of Assistant Vice President of the Company, as the true and lawful agent and attorney-in-fact of the Company, with limited authority with respect to any real property interest that the Company currently has or hereafter may have to do or perform in the name, place and stead and for its use and benefit, to execute, endorse and acknowledge all documents customarily and reasonably necessary and appropriate for the facilitation and disposal of Real Estate Owned ("REO") properties owned or serviced by the Company:

Mike Caro  
John Casey  
Jason Clarke  
Andrew Gillis  
Nick Petrocelli  
Keith Russell  
Matthew Walsh  
Chris Wolferseder

The Assistant Vice President's authority, shall include, but is not limited to:

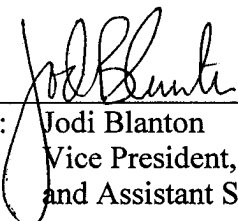
- a) The facilitation of the marketing and disposal of REO properties (i) owned by the Company or (ii) serviced by the Company for others pursuant to an agreement that authorizes the Company to dispose of such REO properties, for such price and to such person or persons as the Assistant Vice Presidents shall deem proper and convenient, including the execution, acknowledgement, delivery, filing and recordation of a deed or deeds of conveyance, agreements of sale and other ancillary documents necessary for the absolute sale and disposal of the REO properties, or any part thereof, with such clause or clauses, and agreement or agreements as the attorney-in-fact shall deem proper and expedient. To perform all other acts necessary to be done in regard to such powers, as amply and fully to all intents and purposes as the Company could do if personally present;
- b) The facilitation of the maintenance of REO properties (i) owned by the Company or (ii) serviced by the Company for others pursuant to an agreement that authorizes the Company to maintain such REO properties,

Return to: KATHIOT NATIONAL TITLE, 25 BRUNNEN N III PARK "401"  
BRAINTREE, MA 02184  
Mail 1

including the making of any contract or agreement, that in the opinion of the Assistant Vice Presidents, is necessary and proper to be entered into for the repair or maintenance of such REO properties, and pursuant thereto, to execute any and all papers or documents pertaining to any such repair or maintenance and in connection with this to do all acts necessary to execute, deliver, acknowledge, file and record such papers or documents when necessary;

- c) The facilitation of the collection, demand and other actions necessary or desirable to collect any or all sums of money that may now be or hereafter become due and owing pursuant to mortgage or hazard insurance contracts or claims when applicable under the relevant state law when directly related to REO properties (i) owned by the Company, or (ii) serviced by the Company for others pursuant to an agreement that authorizes the Company to dispose of such REO properties;
- d) The facilitation of the eviction according to state law of occupants from REO properties (i) owned by the Company or (ii) serviced by the Company for others pursuant to an agreement that authorizes the Company to dispose of such REO properties;
- e) The negotiation of a voluntary vacancy agreement with the occupant(s) of REO properties ("Cash for Keys" and/or "Cash for Deed") (i) owned by the Company, or (ii) serviced by the Company for others pursuant to an agreement that authorizes the Company to dispose of such REO properties;
- f) The application to the Internal Revenue Service ("IRS") for a release of lien recorded against REO properties (i) owned by the Company, or (ii) serviced by the Company for others pursuant to an agreement that authorizes the Company to dispose of such REO properties under IRS Publication #487 "Application Requesting the United States to Release Its Right to Redeem Property Secured by a Federal Tax Lien;" and
- g) The endorsement, cashing, negotiating and dealing with all checks, money orders and other forms of payment of any kind in connection with the facilitation of the marketing and disposal of REO properties (i) owned by the Company or (ii) serviced by the Company for others pursuant to an agreement that authorizes the Company to dispose of such REO properties.

**IN WITNESS WHEREOF**, the undersigned has executed and delivered this Certificate in the name and on behalf of the Company this 27<sup>th</sup> day of February, 2009.

By:   
 Name: Jodi Blanton  
 Title: Vice President, Assistant General Counsel  
 and Assistant Secretary