

\$135,000

Prepared by:
Albertelli Law
Karen McMahan
5404 Cypress Center Drive, Suite 300
Tampa, Florida 33609
Our File Number: TPA10-23790
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): 40 10 31 3250 001700130

SPECIAL WARRANTY DEED

This Special Warranty Deed, made this **November 12, 2010**, by **The Bank of New York Mellon**, as **Successor Trustee under NovaStar Mortgage Funding Trust, Series 2006-3**, having its place of business at : c/o Saxon Mortgage Services, Inc., 4708 Mercantile Drive North, Fort Worth, TX. 76137 here by called the grantor,

to **Linda M. Clay**, an unmarried woman, whose Post Office address is: **36 First Ave., Palm Coast, FL. 32137**, 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 **Flagler County, Florida**, viz:

**LOT 13, BLOCK 17, OF SECOND ADDITION TO JOHNSON BEACH, A
SUBDIVISION ACCORDING TO THE PLAT OR MAP THEREOF DESCRIBED
IN PLAT BOOK 5, PAGE 69, OF THE PUBLIC RECORDS OF FLAGLER
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:

The Bank of New York Mellon, as Successor Trustee under
NovaStar Mortgage Funding Trust, Series 2006-3 by Saxon
Mortgage Services Inc., As Attorney In Fact

Nancy Nadeau
Witness signature
Nancy Nadeau
Print witness name

By: [Signature]
Print Name: Norma J. Dudgeon, AVF
Title:

(Corporate Seal)

[Signature]
Witness signature
Held E. DiSano
Print witness name

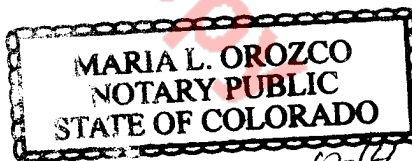
State of Colorado
County of Jefferson

the foregoing instrument was acknowledged before me this 12th day of November, 2010 by Norma J. Dudgeon, AVF
AVP of SAXON MORTGAGE SERVICES, INC. AS ATTORNEY IN FACT FOR, The Bank of New York Mellon, as
Successor Trustee under NovaStar Mortgage Funding Trust, Series 2006-3 on behalf of the company. He/she is personally
known to me or who has produced driver license(s) as identification.

[Signature]
Notary Public
Maria L. Orozco
Print Notary Name

My Commission Expires: 12/4/2013

Notary Seal



My Commission Expires 12/4/2013

Exhibit A

SAXON MORTGAGE SERVICES, INC. INCUMBENCY CERTIFICATE

The undersigned certifies:

1. That he 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 this Certificate in the name and on behalf of the Company.
2. The undersigned further certifies that the following persons are duly elected and serving as **Assistant Vice Presidents** of the Company as set forth below, with limited authority to do certain things such as manage, close title to, and/or convey properties to be acquired as real estate owned by the Company or by any entities for which the Company services mortgage loans as agent and attorney-in-fact ("Properties"). With regard to the Properties and for the limited purpose of managing, closing title to, and/or conveying the Properties to mortgage insurers and other third parties, each appointed Assistant Vice President is authorized to negotiate, execute, and deliver property management agreements, purchase and sale agreements, listing agreements, deeds, and any other closing or ancillary documents necessary to effect the management, sale, and/or transfer of such real properties.

LPS Asset Management Solutions, Inc.

David Baloun
William Bissen
Stephanie Branson
Randall Brown
Pamela Crocker
Jade Crowl
Enrique Cruz
Norma Dudgeon
Oscar Escalera
Abby Fanshawe
William Farrell
Harry Fields
Brett Frederick
Chantele Hanson
Pam Herndon
Brett Jones
Ashley Pestonik Kaneta
Odeta Kapatayes
Scott Keeter
Evelyn C. Keuter
Shaleen M. Kochler

Lacey Koler
Tisha Lomer
Sylvia Luera
Yvette Morgan
Paul Mousseau
Jason Neary
Chad Neel
Richard (Rick) Nuanes
Maria Orozco
Michelle Partin
Gloria Patton
Jovette Pedregon
Jennifer Premac
Tony Rosales
Holly Sanchez
Reginald J. Shepherd
Jeffrey (JT) Shiko
Rachel Siegel
Sheila Sipes
Cassie Tankersley
Heather Taylor
Stephanie Taylor
Jenna Uribe
Paul Vickers
Danielle Washburn
Suzie Wright

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate in the name and on behalf of the Company effective as of August 14, 2009.

By: William Schneider
Name: William Schneider
Title: Vice President, Assistant General Counsel
and Assistant Secretary

After Recording return to:

Name

Address

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

DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY

DATE: 12/10/2009 04:21:08 PM

FILE #: 2009106537 OR BK 05290 PGS 0254-0258

RECORDING FEES 44.00

Exhibit B

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **THE BANK OF NEW YORK MELLON f/k/a The Bank of New York, as successor to JPMorgan Chase Bank, N.A.**, successor by merger to Chase Bank of Texas, National Association, f/k/a Texas Commerce Bank, N.A. as Trustee, having an office at 101 Barclay Street, Floor 4W, New York, New York 10286 (the "Bank"), hereby appoint **Saxon Mortgage Services, Inc.**, to be the Bank's true and lawful Attorneys-in-Fact (the "Attorneys") to act in the name, and on behalf, of the Bank with power to do only the following in connection with the transactions specified within Schedule I attached hereto on behalf of the Bank:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recordings is 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 and said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.

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 and modification agreements.

5. The full or partial 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 a 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; and
9. to execute any other documents referred to in the above-mentioned documents or that are ancillary or related thereto or contemplated by the provisions thereof; and

to do all things necessary or expedient to give effect to the aforesaid documents including, but not limited to, completing any blanks therein, making any amendments, alterations and additions thereto, to endorse which may be considered necessary by the Attorney, to endorse on behalf of the Trustee all checks, drafts and/or negotiable instruments made payable to the Trustee in respect of the documents, and executing such other documents as may be considered by the Attorney necessary for such purposes.

This Power of Attorney is effective for one (1) year from the date hereof or the earlier of (i) revocation by the Bank, (ii) the Attorney shall no longer be retained on behalf of the Bank or an affiliate of the Bank; or (iii) the expiration of one year from the date of execution.


The authority granted to the attorney-in-fact by the Power of Attorney is not transferable to any other party or entity.

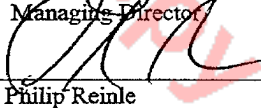
This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflicts of law principles.

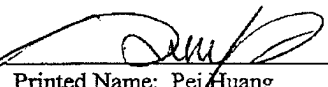
All actions heretofore taken by said Attorney, which the Attorney could properly have taken pursuant to this Power of Attorney, be, and hereby are, ratified and affirmed.

IN WITNESS WHEREOF, The Bank of New York Mellon, f/k/a The Bank of New York, as successor to JPMorgan Chase Bank, N.A., successor by merger to Chase Bank of Texas, National Association, f/k/a Texas Commerce Bank, N.A. as Trustee, pursuant to those certain Pooling and Servicing Agreements or Trust Agreements referenced on Schedule I attached hereto and these present to be signed and acknowledged in its name and behalf by Melissa J. Adelson and Philip Reinle its duly elected and authorized Managing Director and Senior Associate respectively this 30th day of July, 2009.

The Bank of New York Mellon,
f/k/a The Bank of New York, successor
to JPMorgan Chase Bank, N.A., as trustee

By: 
Name: Melissa J. Adelson
Title: Managing Director

By: 
Name: Philip Reinle
Title: Senior Associate

Witness: 
Printed Name: Pei Huang

Witness: 
Printed Name: Erica Walsh

SCHEDULE I

1. Saxon Asset Securities Trust 1999-2 Mortgage Loan Asset Backed Certificates, Series 1999-2, Trust Agreement dated as May 1, 1999 among Saxon Asset Securities Company, as Depositor, Saxon Mortgage, Inc., as Master Servicer and JPMorgan Chase Bank, N.A. f/k/a Chase Bank of Texas, National Association as Trustee
2. Saxon Asset Securities Trust 1999-3 Mortgage Loan Asset Backed Certificates, Series 1999-3, Trust Agreement dated as August 1, 1999 among Saxon Asset Securities Company, as Depositor, Saxon Mortgage, Inc., as Master Servicer and JPMorgan Chase Bank, N.A. f/k/a Chase Bank of Texas, National Association as Trustee
3. Saxon Asset Securities Trust 1999-5 Mortgage Loan Asset Backed Certificates, Series 1999-5, Trust Agreement dated as November 1, 1999 among Saxon Asset Securities Company, as Depositor, Saxon Mortgage, Inc., as Master Servicer and JPMorgan Chase Bank, N.A. f/k/a Chase Bank of Texas, National Association as Trustee
4. Saxon Asset Securities Trust 2000-1 Mortgage Loan Asset Backed Certificates, Series 2000-1, Trust Agreement dated as February 1, 2000 among Saxon Asset Securities Company, as Depositor, Saxon Mortgage, Inc., as Master Servicer and JPMorgan Chase Bank, N.A. f/k/a Chase Bank of Texas, National Association as Trustee
5. JP Morgan Chase Bank, National Association f/k/a JP Morgan Chase Bank, successor by merger to Bank One, National Association, as Trustee for ACE Securities Corp. Home Equity Loan Trust, Series 2002-HE1
6. JP Morgan Chase Bank, National Association f/k/a JP Morgan Chase Bank, successor by merger to Bank One, National Association, as Trustee for ACE Securities Corp. Home Equity Loan Trust, Series 2002-HE2
7. First Franklin Mortgage Loan Trust 2005-FF1

Schedule A

NovaStar Mortgage Funding Trust, Series 2002-3
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2002-3

NovaStar Mortgage Funding Trust, Series 2003-1
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2003-1

NovaStar Mortgage Funding Trust, Series 2003-2
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2003-2

NovaStar Mortgage Funding Trust, Series 2003-3
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2003-3

NovaStar Mortgage Funding Trust, Series 2003-4
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2003-4

NovaStar Mortgage Funding Trust, Series 2004-1
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2004-1

NovaStar Mortgage Funding Trust, Series 2004-2
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2004-2

NovaStar Mortgage Funding Trust, Series 2004-3
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2004-3

NovaStar Mortgage Funding Trust, Series 2004-4
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2004-4

NovaStar Mortgage Funding Trust, Series 2005-1
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2005-1

NovaStar Mortgage Funding Trust, Series 2005-2
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2005-2

NovaStar Mortgage Funding Trust, Series 2005-3
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2005-3

NovaStar Mortgage Funding Trust, Series 2005-4
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2005-4

NovaStar Mortgage Funding Trust, Series 2006-1
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2006-1

NovaStar Mortgage Funding Trust, Series 2006-MTA1
NovaStar Home Equity Loan Asset-Backed Notes, Series 2006-MTA1

NovaStar Mortgage Funding Trust, Series 2006-2
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2006-2

NovaStar Mortgage Funding Trust, Series 2006-3
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2006-3