

Prepared by and return to:

Michelle G. Torres, Esq.

Attorney at Law

Torres & Vadillo, LLP

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Miami, FL 33178

305-485-9700

File Number: TV-LK-12-263

Will Call No.:

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## Special Warranty Deed

This Special Warranty Deed made this 28 day of March, 2012 between First Horizon Home Loan Corporation whose post office address is 350 Highland Drive, Lewisville, TX 75067, grantor, and Richard Martone whose post office address is 164 Pine Grove Dr, Palm Coast, FL 32164, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Flagler County, Florida, to-wit:

LOT 12, BLOCK 41, PALM COAST, MAP OF PINE GROVE, SECTION 26, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9 PAGE 20 THROUGH 35, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

Parcel Identification Number: 07-11-31-7026-00410-0120

AKA 164 Pine Grove Drive, Palm Coast, FL 32164

**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.

**And** the grantor hereby covenants with said 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 grantors.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

See Power of Attorney as Exhibit A

Signed, sealed and delivered in our presence:

Stephen Tagliarino  
Witness Name: Stephen Tagliarino

Adrian Dawson  
Witness Name: Adrian Dawson

First Horizon Home Loan Corporation by Nationstar  
Mortgage, LLC its Attorney in Fact

By: Asst. Secretary, Andrew Thomas

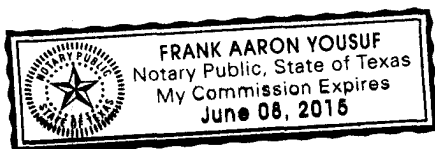
(Corporate Seal)



State of ~~Florida~~ Texas  
County of ~~Miami-Dade~~ Denton

The foregoing instrument was acknowledged before me this 28 day of March, 2012 by Andrew Thomas Asst. Secretary of Nationstar Mortgage, LLC as Attorney in Fact for First Horizon Home Loan Corporation, on behalf of the corporation. He/she ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]



Notary Public Frank Yousuf

Printed Name: Frank Aaron Yousuf

My Commission Expires: 6/8/15

## Exhibit A

### LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that First Tennessee Bank National Association in order to carry out the intent and purposes of that certain Subservicing Agreement ("Agreement") executed June 21, 2011 between Nationstar Mortgage LLC and First Tennessee Bank National Association ("Owner")(for purposes of this document, Owner's name may appear as First Horizon Home Loans, a division of First Tennessee Bank National Association; First Tennessee Bank National Association, successor through merger with First Horizon Home Loan Corporation; or First Tennessee Bank National Association), and in accordance with the provisions of said Agreement, does hereby appoint Nationstar Mortgage LLC and any of its affiliates, and the officers, employees and agents of each ("NSM"), as its true and lawful attorney-in-fact, with full power of substitution:

a. to endorse the name of Owner, without recourse, upon any and all notes, checks, drafts or other instruments and vehicles of the payment of money received or to be received by or on behalf of NSM in payment of or on any Mortgage Loan serviced by NSM or insurance proceeds resulting from any insurance on the Mortgaged Property, and to take any and all action necessary to perfect the interest of Owner in any Mortgaged Loan serviced by NSM pursuant to the Agreement;

b. to endorse or cause to be endorsed, execute, acknowledge and deliver any security instrument, assignment, instruments of conveyance including conveyance of title to real estate owned satisfactions, release (full or partial), loan modification agreements, subordinations, loan assumption agreements, Property achievement agreements or any other documents necessary to establish and protect all rights, title and interest of Owner in, to and under such Mortgage Loan, including, but not limited to foreclosure proceedings;

c. to execute and deliver affidavits of debt, substitutions of counsel, non-military affidavits, notices of rescission, transfer tax affidavit, affidavits of merit, verification of complaint, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays and other documents or notice filings on behalf of Owner in connection with foreclosure, bankruptcy and eviction actions;

d. to take action 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 recession of termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:

- i. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
- ii. the preparation and issuance of statements of breach or non-performance;

- iii. the preparation and filing of notices of default and/or notices of sale;
- iv. the cancellation/rescission of notices of default and/or notices of sale;
- v. the taking of a deed in lieu of foreclosure; and
- e. to take such other action as may be deemed desirable by NSM or as may be necessary to service the Mortgage Loan in accordance with Applicable Requirements.

NSM shall indemnify, defend and hold harmless Owner and its successors and assigns from and against any and all losses, costs, expenses (including, without limitation, actual attorneys' fees), damages, liabilities, demands or claims of any kind whatsoever, ("Claims") arising out of, related to, or in connection with (i) any act taken by NSM (or its substitute or substitutes) pursuant to this Limited Power of Attorney, which act results in a Claim solely by virtue of the unlawful use of this Limited Power of Attorney (and not as a result of a Claim related to the underlying instrument with respect to which this Limited Power of Attorney has been used), or (ii) any use or misuse of this Limited Power of Attorney in any manner or by any person not expressly authorized hereby.

Third parties without actual notice may rely upon the power granted under this Limited Power of Attorney upon the exercise of such power of the Attorney-in-fact that all conditions precedent to such exercise of power have been satisfied and that this Limited Power of Attorney has not been revoked unless an instrument of revocation has been recorded.

This Limited Power of Attorney, and all authority granted hereunder, shall be in full force and effect until either (i) terminated in writing by Owner or (ii) without further action by Owner automatically upon the termination in full of the Agreement.

Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the above referenced Agreement.

This Limited Power of Attorney shall be binding upon Owner and its successors and assigns, and shall inure to the benefit of NSM, and its successors and assigns.

IN WITNESS WHEREOF, Owner has caused its name to be subscribed hereto by its authorized officer and its seal is to be affixed by its Secretary, this 21st day of October, 2011.

Signed and Acknowledged  
In the presence of the following witnesses:

First Tennessee Bank  
National Association

[Signature]  
Witness

C.W. Rutledge  
C.W. Rutledge  
Senior Vice President and  
Assistant General Counsel

Pam Bramuchi  
Witness

Attest:

[SEAL]

Shannon Hernandez  
Shannon Hernandez  
Assistant Corporate Secretary

STATE OF TENNESSEE

COUNTY OF SHELBY

On 10-21-2011, before me Sue Frazier, a Notary Public, personally appeared C.W. RUTLEDGE, Senior Vice President and Assistant General Counsel of FIRST TENNESSEE BANK NATIONAL ASSOCIATION, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within document and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the document the person(s) or the entity upon which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Notary Public: [Signature]

My Commission Expires January 10, 2012

