

**ASSET ID 0013472048**

Prepared By and Return To:  
Name: DONNA TERWILLIGER  
WATSON TITLE INSURANCE AGENCY, INC.  
1901 W. CYPRESS CREEK ROAD  
3rd Floor  
FT. LAUDERDALE, FL 33309  
WA 28-05752-FL  
Folio Number: 36181000000

RECORD AND RETURN TO

**Special Warranty Deed**

THIS INDENTURE, made this 12 day of NOVEMBER, 2008, **U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE hereinafter called the Grantor, whose address is 2780 LAKE VISTA DRIVE LEWISVILLE, TX 75067 and JASON T. ZIMMERMAN AND LI A. ZIMMERMAN, HUSBAND AND WIFE hereinafter called the Grantee** whose address is 22626 SUNSET AVENUE PANAMA CITY BEACH, FL 32413.

28-05752 Zimmerman

[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 DOLLARS (\$10.00) 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 BAY County, Florida, viz:

LOT 119 AND 120, INLET BEACH HEIGHTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, AT PAGE 88, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

A/K/A 22626 SUNSET AVENUE PANAMA CITY BEACH, FL 32413

**Subject to: Restrictions, limitations, conditions, reservations, covenants and easements of Record, if any, all applicable zoning ordinances, and Taxes for year 2008 and all subsequent years.**

TOGETHER with all the tenements, hereditament and appurtenances thereto belonging or in otherwise appertaining.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple, that it has good right and lawful authority to sell and convey said land, that it 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 said Grantor.

**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 officers thereunto duly authorized, the day and year first above written.

Wherever the text in this 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.

**Signed, sealed and delivered in our presence:**



**U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE BY EMC MORTGAGE CORPORATION AS ATTORNEY-IN-FACT**

BY: [Signature]  
**Susan F. Christy**  
**Vice President**  
TITLE: \_\_\_\_\_  
POA RECORDED IN O.R. BOOK \_\_\_\_\_, PAGE \_\_\_\_\_,  
\_\_\_\_\_ COUNTY, FLORIDA

See Exhibit A

Ann Lucke  
WITNESS ANN LUCKE  
Ann Lucke  
Assistant Secretary

(Printed Signature)

Sabrina Blackmin  
WITNESS:

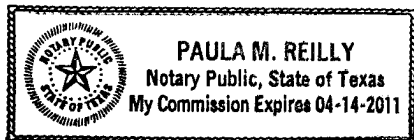
Sabrina Blackmin  
(Printed Signature)

STATE OF Texas  
COUNTY OF Denton

SS:

The foregoing instrument was acknowledged before me this 12 of NOVEMBER, 2008 by Susan F. Christy as Vice Pres of **EMC MORTGAGE CORPORATION AS ATTORNEY IN FACT FOR U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE** personally known to me and who did take oath.

(SEAL)



Paula M. Reilly  
NOTARY PUBLIC (SIGNATURE)

Exhibit A

Limited Power of Attorney  
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Prepared by EMC Mortgage Corporation.  
When recorded return to:  
EMC Mortgage Corporation  
Attn: Collateral Management  
2780 Lake Vista Drive  
Lewisville, TX 75067-3884  
972/444-2800

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that U.S. Bank National Association, a national banking association organized and existing under the laws of the United States and having its principal place of business at 180 East Fifth Street, 2<sup>nd</sup> Floor, St. Paul, MN 55102-1639, not in its individual capacity but merely as Trustee (the "Trustee"), pursuant to a Pooling and Servicing Agreement dated April 1, 2006, (the "Agreement"), hereby constitutes and appoints EMC Mortgage Corporation ("EMC") as the Sponsor and Company, 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 Bear Stearns Alt-A Trust, Mortgage Pass-Through Certificates, Series 2006-3 (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:

1. The modification or re-recording of a Mortgage or Deed of Trust, or re-titling of other security instruments, where said modification, re-recording or 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.
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 recordation of same (if necessary).
5. The full or 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.
6. 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 evidenced thereby.

Limited Power of Attorney  
Page 2 of 4

7. 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.
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 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 paragraph 8. a. through 8. e. above.
9. 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;
  - 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 real property.
11. The modification or amendment of escrow agreements established for repairs to the mortgaged property.
12. The endorsement of loss drafts or 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 April 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. Notwithstanding 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 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, U.S. Bank National Association has signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 13<sup>th</sup> day of September, 2007.

U.S. Bank National Association,  
not in its individual capacity but solely as Trustee,

By: Claire A. Fusco  
Name: Claire A. Fusco  
Title: Vice President

Acknowledged and Agreed  
EMC Mortgage Corporation  
By: Ann Locke  
Name: Ann Locke  
Title: Assistant Secretary

By: Lorie October  
Name: Lorie October  
Title: Vice President

Attest: Sarah M O'Connell  
Name: Sarah M O'Connell  
Title: Account Administrator

Witness: Helen Mentavlos  
Name: Helen Mentavlos

Witness: Grace Lee  
Name: Grace Lee



