

State of Mississippi

County of De Soto

### SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the undersigned, **Deutsche Bank National Trust Company, as Indentured trustee for The Encore Credit Receivables Trust 2005-3**, acting by and through its duly authorized officers, does hereby grant, bargain, sell, convey and warrant specially unto **Arlee Caston Sr.**, any and all interest in to the following described property, situate and being in the County of De Soto, State of Mississippi, and more particularly described herein, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR COMPLETE LEGAL DESCRIPTION AND HAVING A PROPERTY ADDRESS OF 6780 Saint Michaels, Olive Branch, MS 38654**

The County and State ad valorem taxes for the current year are to be prorated as of the date of delivery of this deed.

This conveyance is subject to any and all easements and building restrictions currently of record in so far they affect the herein above described property.

Deutsche Bank National Trust Company, as indentured trustee for The Encore Credit Receivables Trust 2005-3 makes no representation or warranties of any kind or character implied as to the condition of the material and workmanship on said property. The Grantees have inspected and examined the property and are purchasing the same based on no representation or warranties expressed or implied, made by Deutsche Bank National Trust Company, as indentured trustee for The Encore Credit Receivables Trust 2005-3, but on their own judgment.

AND Deutsche Bank National Trust Company, as indentured trustee for The Encore Credit Receivables Trust 2005-3 does hereby covenant with the Grantees, except as above noted, that at the time of the delivery of this Deed, the premises were free from all encumbrances made by it, and that it will warrant and defend the same against the lawful claims and demands of all persons claiming, by through, or under it, but against none other.

WITNESS THE SIGNATURE of said Corporation by its officer, after being duly authorized by said Corporation so to sign, execute and deliver the same this 11 day of February, 2008 2009

O'Brien

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Deutsche Bank National Trust Company, as indentured trustee for The Encore Credit Receivables Trust 2005-3, by and through their duly appointed Attorney-in-Fact, Select Portfolio Servicing, Inc. fka Fairbanks Capital Corp.

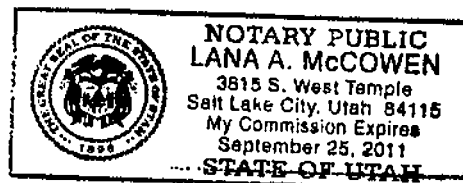
By: [Signature]  
 Title: CHERYL E. KRUEGER, DOC. CONTROL OFFICER

STATE OF Utah  
 COUNTY OF Salt Lake

BEFORE ME, the undersigned authority in and for the said County and State, on this 11 day of FEBRUARY, 2009, within my jurisdiction, personally appeared CHERYL E. KRUEGER, DOC. CONTROL OFFICER (Name of person signing) with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath acknowledged him/her self to be the DOC. CONTROL OFFICER (Title of person signing) of SELECT PORTFOLIO SERVICING, INC. (Name of Company), as Attorney in Fact for Deutsche Bank National Trust Company, as indentured trustee for The Encore Credit Receivables Trust 2005-3 the within named bargainor and that he/she, acting in such capacity, and authorized so to do, executed the foregoing instrument on behalf of said Corporation for the purposes therein contained.

[Signature]  
 Notary Public  
 My Commission Expires: \_\_\_\_\_

Grantee Address:  
6780 ST Michael, Olive Branch, MS 38654  
 Phone Number:  
901 292 3588  
 Grantor Address: 3815 South West Temple  
Salt Lake City, UT, 84115  
 Phone: 615-869-0228



At the request of the parties, this Instrument was Prepared by:  
 Randall J Segrest, PLLC  
 451 Northpark Drive Suite A  
 Ridgeland, Mississippi 39157  
615-869-0228

**After Recording Return To:**  
 Signature Title, LLC  
 1435 North West Broad Street  
 Murfreesboro, Tennessee 37129  
 File Number 08-000560

**EXHIBIT "A"**

**Land situated in DeSoto County, Mississippi:**

**Lot 15, Phase 1, Hamilton Place Subdivision, Section 30, Township 1 South, Range 6 West as shown on record in Plat Book 64, Page 36, in the Office of DeSoto County, Mississippi, to which referenced is hereby made for a more particular description of said property.**

**Indexing Instructions: Lot 15, Phase 1, Hamilton Place Subdivision, DeSoto County, Mississippi**

10304695

WHEN RECORDED RETURN TO:  
SELECT PORTFOLIO SERVICING, INC.  
DOCUMENT CONTROL DEPARTMENT  
P.O. BOX 65250  
SALT LAKE CITY, UT 84165-0250

10304695  
12/19/2007 04:55 PM \$12.00  
Book - 9550 Pg - 3454-3455  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SELECT PORTFOLIO SERVICING  
PO BOX 65250  
SLC UT 84165  
BY: ZJM, DEPUTY - WI 2 P.

### LIMITED POWER OF ATTORNEY

Pursuant to the Subservicing Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement"; capitalized terms not defined herein have the definitions assigned to such terms in the Agreement), dated as of November 8, 2007, between ECC Capital Corporation ("ECC"), as Servicer, and Select Portfolio Servicing, Inc., a Utah corporation and residential mortgage loan servicer ("SPS"), as Subservicer, relating to the Encore Credit Receivables Trust 2005-3, Deutsche Bank National Trust Company, as indenture trustee ("Trustee"), hereby appoints SPS as its true and lawful attorney-in-fact and in its name, place and stead to take the following designated actions with respect to any mortgage loan or real estate owned property (collectively, the "Mortgage Loans") which is subject to the Agreement:

1. To ask, demand, sue for, collect and receive all sums of money, debts or other obligations of any kind with respect to a Mortgage Loan which are now or shall after this date become due, owing or payable, or otherwise belong to the Owner; to settle and compromise any of such debts or obligations that may be or become due to the Owner; to endorse in the name of the Owner for deposit in the appropriate account any instrument payable to or to the order of the Owner; in each case with respect to a Mortgage Loan.

2. To make demand(s) on behalf of the Owner upon any or all parties liable on a Mortgage Loan; to declare defaults with respect to a Mortgage Loan; to give notices of intention to accelerate; to give notices of acceleration and any other notices as SPS deems reasonably necessary or appropriate; to post all notices as required by law and the documents securing a Mortgage Loan in order to foreclose such Mortgage Loan; to handle all aspects of foreclosure on behalf of the Owner, including, but not limited to, conducting the foreclosure sale, bidding for the Owner and executing all documents, including all deeds and conveyances, needed to effect such foreclosure sale and/or liquidation; to execute any documents or instruments necessary for the offer, listing, closing of sale, and conveyance of REO Property, including, but not limited to, grant, warranty, quit claim and statutory deeds or similar instruments of conveyance; to execute any documents or instruments in connection with any bankruptcy or receivership of a mortgagor on a Mortgage Loan; to file suit and prosecute legal actions against all parties liable for amounts due under a Mortgage Loan, including, but not limited to, any deficiency amounts due following foreclosure; to take such other actions and exercise such rights which may be taken by Owner under the terms of any Mortgage Loan, including, but not limited to, satisfaction, release, cancellation or discharge of mortgage, eviction, unlawful detainer, or similar dispossessory proceeding, sale, taking possession of, release of security instruments, realization upon all or any part of a Mortgage Loan or any collateral therefor or guaranty thereof; and to assign, convey, accept, or otherwise transfer, Owner's interest in any Mortgage Loan.

3. To perform all other acts and do all other things as may be reasonably necessary to manage and service the Mortgage Loans under the terms of the Agreement.

This instrument is to be construed and interpreted as a Limited Power of Attorney regarding a Mortgage Loan. The enumeration of specific items, acts, rights and powers is not intended to, nor does it give rise to and it is not to be construed as a general power of attorney. Notwithstanding anything herein to the contrary, use of this Limited Power of Attorney is restricted to use in connection with the Mortgage Loans as defined in the Agreement and is limited to those actions reasonable and necessary for the SPS to carryout the provisions of the Agreement in accordance with the terms thereof, applicable law and accepted servicing practices of prudent servicers.

The rights, powers and authority of SPS as attorney-in-fact of the Trustee under this Limited Power of Attorney shall commence on the date of execution hereof and shall remain in full force and effect as a limited and revocable power of attorney which may be revoked at any time in writing by the Trustee until the date on which the SPS ceases to act as subservicer under the above-referenced Agreement. This Limited Power of Attorney shall be governed by and construed in accordance with the laws of the State of New York.

AC

BK 9550 PG 3454

WHEN RECORDED RETURN TO:  
 SELECT PORTFOLIO SERVICING, INC.  
 DOCUMENT CONTROL DEPARTMENT  
 P.O. BOX 65250  
 SALT LAKE CITY, UT 84165-0250

IN WITNESS WHEREOF the Trustee has hereunto caused this Limited Power of Attorney to be executed by its duly authorized representatives on this 13 day of December, 2007.

ECC CAPITAL CORPORATION

By: [Signature]  
 Name: Larry Moretti  
 Title: Executive Vice President

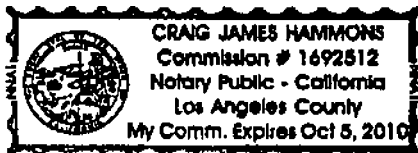
WITNESS: [Signature]  
 By: [Signature]  
 Name: Angela Gutierrez  
 Title: Executive Assistant

WITNESS: [Signature]  
 By: [Signature]  
 Name: Alanne Turina  
 Title: Loan Servicing Manager

STATE OF CALIF )  
 ) ss  
 COUNTY OF ORANGE )

On December 13, 2007, before me personally appeared Larry Moretti, known to me to be an Executive Vice President of ECC Capital Corporation, that executed the preceding Limited Power of Attorney and also known to me to be the person who executed it on behalf of said company, and acknowledged to me that such company executed the preceding Limited Power of Attorney.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the year and day in this certificate first written.



[Signature]  
 Notary Public

AC

[Signature]  
 VETRO BORISMA  
 BK 9550 PG 3455

AUG 05 2008

State of Utah

County of Salt Lake

I, the undersigned Recorder of Salt Lake County, Utah do hereby certify that by law I have the custody of a seal and all papers, documents, records and other writings required or permitted by law to be recorded and that the annexed and foregoing is a true and full copy of an original document on file as such Recorder

Witness my hand and seal of said Recorder this

\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

GARY W. OTT, RECORDER

*Amanda W. Jaray*

Amanda Jaray