

2009-000823

Klamath County, Oregon



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01/23/2009 03:16:52 PM

Fee: \$51.00

47082811

RECORDING REQUESTED BY:

Fidelity National Title Company of Oregon

GRANTOR'S NAME:

Deutsche Bank National Trust Company, as  
Indenture Trustee, for New Century Home Equity  
Loan Trust 2006-2

GRANTEE'S NAME:

Scott James Fenters and Jerris Ann Smith

SEND TAX STATEMENTS TO:

Scott James Fenters and Jerris Ann Smith  
5600 Bartlett Ln  
Klamath Falls OR 97603

AFTER RECORDING RETURN TO:

Scott James Fenters and Jerris Ann Smith  
5600 Bartlett Ln  
Klamath Falls, OR 97603

Escrow No: 4608004496-FTEUG03

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**SPECIAL WARRANTY DEED – STATUTORY FORM**

(INDIVIDUAL or CORPORATION)

Deutsche Bank National Trust Company, as Indenture Trustee, for New Century Home Equity Loan Trust Series 2006-2, Grantor, conveys and specially warrants to

J. A. <sup>not</sup>  
Scott ~~James~~ Fenters and Jerris ~~Ann~~ Smith, as tenants in common but with rights of survivorship.  
Grantee, the following described real property free and clear of encumbrances created or suffered by the grantor except as specifically set forth below:

LOT 10 IN BLOCK 2 OF TRACT NO. 1088, FERNDAL, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.  
Commonly known as 5600 Bartlett Ave., Klamath Falls, OR 97603

ENCUMBRANCES:

Covenants, conditions, restrictions, easements of record.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER SECTIONS 2, 3 AND 5 TO 22 OF CHAPTER 424, OREGON LAWS 2007 (BALLOT MEASURE 49 (2007)). THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER SECTIONS 2, 3 AND 5 TO 22 OF CHAPTER 424, OREGON LAWS 2007 (BALLOT MEASURE 49 (2007)).

The true consideration for this conveyance is \$122,500.00

Dated January 7, 2009; if a corporate grantor, it has caused its name to be signed by order of its board of directors.

Deutsche Bank National Trust Company, as Indenture  
Trustee, for New Century Home Equity Loan Trust  
2006-2  
Carrington Mortgage Services, LLC  
As Attorney-in-fact

BY:   
name/title

Lee Holbein  
S.V.P.

5/1/09

State of CALIFORNIA  
COUNTY of Orange

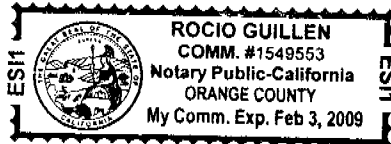
On JANUARY 16, 2009, before me, Rocio Guillen, Notary Public, personally appeared

- Lee Holkin -, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/s/he/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, 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.

Notary Public - State of California  
My commission expires:



Page 2 of 2  
5600 Bartlett Ave., Klamath Falls, OR 97603

## LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank National Trust Company, a national banking association organized and existing under the laws of the United States, and having its principal place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, as Trustee (the "Trustee") pursuant to that New Century Home Equity Loan Trust 2006-2, Servicing Agreement dated as of June 29, 2006 (the "Agreement") by and between and Deutsche Bank National Trust Company and Carrington Mortgage Services, LLC (the "Servicer") 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 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 mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust" respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various certificateholders (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 for which Carrington Mortgage Services, LLC 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 Mortgage or Deed of Trust, where said modification or re-recording is solely 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; provided that (i) said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured and (ii) otherwise conforms to the provisions 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 or 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 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 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.
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.
- 11. The endorsement on behalf and for the benefit of the Trustee and the holders of certificates issued under the New Century Home Equity Loan Trust 2006-2 of any checks or other instruments received by Servicer and made payable to Trustee in connection with the Mortgage Loans, which checks or other instruments shall promptly be deposited in the Collection Account (as defined in the Agreement) in accordance with the terms of the Agreement.

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 **October 2, 2008**.

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 the Agreement, 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 Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreement.

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 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, 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 2nd day of October, 2008.

Deutsche Bank National Trust Company, as Trustee

By:   
Name: Alice Tutusian  
Title: Authorized Signer

Acknowledged and Agreed  
Carrington Mortgage Services, LLC

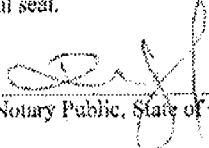
By: \_\_\_\_\_  
Name:  
Title:

STATE OF CALIFORNIA  
COUNTY OF ORANGE

On **October 2, 2008**, before me, David Johnson, a Notary Public in and for said state, personally appeared **Alice Tatsian** of Deutsche Bank National Trust Company, as Trustee for New Century Home Equity Loan Trust 2006-2, 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 she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the 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)

  
\_\_\_\_\_  
Notary Public, State of California



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