

2010-000301

Klamath County, Oregon



00077776201000003010060064

01/11/2010 08:31:56 AM

Fee: \$62.00

THIS SPACE RESERVED FOR RECORDER'S USE

WHEN RECORDED, RETURN TO:
EQUITY LOAN SERVICES
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING - TEAM 1
Attn: ~~Danny Smith~~

Until a change is requested all tax statements
shall be sent to the following address:
Selene Finance LP
9990 Richmond Avenue
Suite 100
Houston, TX 77042
Attn: Tax Department

Tax Parcel No. R699079

STATUTORY SPECIAL WARRANTY DEED

TAYLOR, BEAN & WHITAKER MORTGAGE CORP., a Florida corporation, Debtor in Possession pursuant to Chap. 11 Bankruptcy Case No. 3:09-bk-07047-JAF in the United States Bankruptcy Court, Middle District of Florida, Jacksonville Division, Grantor, conveys and specially warrants, and will forever defend the right and title to the Property (as herein defined) against the lawful claims of all persons owning, holding or claiming by, through or under Grantor, but not otherwise, except as specifically set forth in Exhibit "A" attached hereto and made a part hereof, to SELENE RMOF REO ACQUISITION II LLC, a Delaware limited liability company, Grantee, the following described real property (the "Property"):

Please see the legal description set forth on Exhibit "B" attached hereto and incorporate by reference herein.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. 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 APPROVED USES AND 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 ORS 197.352.

The true consideration for this conveyance is \$92,194.00.

By accepting this deed, Grantee expressly acknowledges and agrees that, except for the limited warranties of title set forth in this deed, neither Grantor nor any of its parent, officers, directors, employees, agents, representatives or attorneys (together with Grantor, the "Grantor Parties") has made any guaranties, promises, statements, assurances, representations or warranties, express or implied, to Grantee including, without limitation, any pertaining to the status of title to the Property, the suitability of the Property for any purpose, the profitability of owning or operating the Property, the physical or environmental condition thereof, the suitability, habitability or merchantability or fitness of the Property for Grantee's intended use or for any use whatsoever, the rental income or expenses thereof, the net or gross acreage contained therein, the zoning thereof, the existence or satisfaction of any local, state or federal approvals or permits for the development or use thereof, the availability or existence of water, sewer or other utilities, the existence or nonexistence of any hazardous substances or materials in, on or under the Property, or as to any other past, present or future matter whatsoever. Grantee has made such independent investigations and engaged in such other due diligence as it deems to be warranted into the physical condition, title, nature, validity, enforceability, collectability and value of the Property, and all other facts Grantee deems material for its purchase of the Property, and Grantee is entering into this transaction solely on the basis of that investigation and Grantee's own judgment. Grantee acknowledges that it has not relied, and is not relying, upon any information, document, sales brochures or other literature, maps, sketches, drawings, plans, projection, pro forma, statement, representation, guarantee or warranty (whether express or implied, oral or written, material or immaterial) that may have been given by or made by or on behalf of Grantor or any of the Grantor Parties.

GRANTEE ACKNOWLEDGES AND AGREES THAT IT HAS SATISFIED ITSELF REGARDING THE CONDITION OF THE PROPERTY, AND THAT THE PROPERTY IS BEING ACQUIRED "AS IS AND WITH ALL FAULTS." BY ACCEPTANCE OF THIS DEED, GRANTEE HEREBY ASSUMES THE RESPONSIBILITY AND RISK OF ALL DEFECTS TO AND CONDITIONS OF THE PROPERTY, INCLUDING ANY SUCH DEFECTS AND CONDITIONS THAT CANNOT BE OBSERVED BY CASUAL INSPECTION. GRANTEE HEREBY RELEASES THE GRANTOR PARTIES FROM ANY AND ALL AMOUNTS, ACTIONS, DEMANDS, CLAIMS, COSTS, EXPENSES, DAMAGES AND LIABILITIES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS) (COLLECTIVELY, THE "RELEASED LIABILITIES") RELATING TO OR ARISING FROM THE CONDITION OR STATUS OF, OR ANY OTHER MATTER IN ANY WAY PERTAINING TO, THE PROPERTY, WHETHER SUCH RELEASED LIABILITIES ARE KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, PATENT OR LATENT.

This deed is given pursuant to one or more orders issued pursuant to Section 363 of the Bankruptcy Code in United States Bankruptcy Court, Middle District of Florida, Jacksonville Division, in Case No. 3:09-bk-07047-JAF.

(signatures appear on the following page)

DATED this 21st day of December, 2009, and delivered and effective as of such date.

GRANTOR:

**TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,**
a Florida corporation

By: 

Name: Neil Luria

Title: Chief Restructuring Officer

[CORPORATE SEAL]

STATE OF GEORGIA

)

) ss.

COUNTY OF FULTON

)

This instrument was acknowledged before me on this 21st day of December, 2009, by Neil Luria, the Chief Restructuring Officer, on behalf of Taylor, Bean & Whitaker Mortgage Corp., a Florida corporation.


NOTARY PUBLIC

My Commission Expires: 4/2/2012

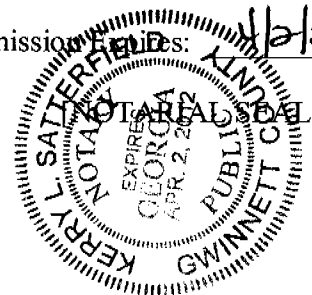


Exhibit "A"


Permitted Encumbrances

The conveyance and foregoing warranty of title are expressly subject to (i) any liens, conditions, restrictions, reservations and easements affecting the Property that are contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title that may have not expired by a time limitation contained therein or otherwise become ineffective, (ii) any taxes or assessments to be paid by Grantor or Grantee that are to be prorated for the year of closing as set forth herein or that are not yet due and payable, (iii) any standard printed exceptions in title insurance commitments, (iv) rights of all tenants or persons in possession of the Property, (v) any unrecorded claims for liabilities and/or encumbrances for labor and material furnished for improvements on the Property, (vi) all building and zoning ordinances, regulations and conditions, and (vii) all matters that would be revealed by a current and accurate survey of the Property.

Exhibit "B"

Legal Description

LOT 1, BLOCK 1, LITTLE RIVER RANCH, ACCORDING TO THE OFFICIAL PLAT
THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY,
OREGON.

 TAYLOR BEAN WHITAKER
41561096 OR
FIRST AMERICAN ELS
WARRANTY DEED
