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20100666305



Pages:  
0006

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

05/17/10 AT 08:00AM

FEES:	51.00
TAXES:	NEPR
OTHER:	0.00
PAID:	NEPR



LEADSHEET



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00002372028



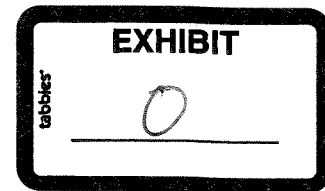
002684823

SEQ:  
12

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED



RECORDING REQUESTED BY  
FIRST AMERICAN TITLE COMPANY



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WHEN RECORDED, RETURN TO:  
EQUITY LOAN SERVICES  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING - TEAM 1  
Accommodation Recording Per Client Request

Ⓢ:

**MAIL TAX STATEMENTS TO:**

Selene Finance LP  
9990 Richmond Avenue  
Suite 100  
Houston, TX 77042  
Attn: Tax Department

\_\_\_\_\_  
(SPACE ABOVE THIS LINE IS FOR RECORDER'S USE)

5047316  
4368017  
Apr 3001-020-023

**GRANT DEED**

TRANSFER TAX  
NOT A PUBLIC RECORD

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE COMPANY  
AS AN ACCOMMODATION ONLY

The undersigned grantor declares:  
Documentary Transfer Tax not shown pursuant to Section  
11932 of the Revenue and Taxation Code, as amended

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on this 14th day of January, 2010, and delivered and effective as of that same day, **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"), hereby grants to **SELENE RMOF REO ACQUISITION II LLC**, a Delaware limited liability company, as Grantee, the following described real property (together with all rights-of-way or use, easements, servitudes, licenses, tenements, driveways, approaches, pavements, hereditaments, curbs and street front privileges and appurtenances thereunto belonging), with all improvements and fixtures located thereon, located in the County of LOS ANGELES, State of California (the "Property"):

See Exhibit "A" attached hereto and incorporated herein.

Grantor will warrant and forever defend the right and title to the Property unto Grantee against the lawful claims of all persons owning, holding or claiming by, through or under Grantor, but not otherwise, subject only to the matters set forth on Exhibit "B" attached hereto and made a part hereof by this reference.

CA GRANT DEED (T2W)  
2125396v2

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE COMPANY  
AS AN ACCOMMODATION ONLY

7070511

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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.

[Signature appears on following page.]

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

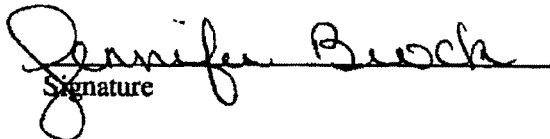
By:   
Neil Luria  
Chief Restructuring Officer

(Corporate Seal)

STATE OF FLORIDA            )  
  ) ss  
COUNTY OF MARION        )

On January 14, 2010, before me, **JENNIFER BROCK**, a Notary Public in and for said State, personally appeared Neil Luria, 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 instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
Signature

NOTARY PUBLIC-STATE OF FLORIDA  
Jennifer Brock  
Commission #DD884541  
Expires: MAY 10, 2013  
BONDED THRU ATLANTIC BONDING CO, INC.

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**EXHIBIT A**

**Legal**

**PARCEL 1:**

LOTS 26 OF TRACT NO. 45566, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED IN BOOK 1148, PAGES 72 TO 77 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS AND OTHER MINERAL RIGHTS OF ANY KIND THAT MAY EXIST IN OR UNDER SAID LAND, AS RESERVED IN THE DEED FROM W. F. RALSTON WINNARD AND HELEN HUNT WINNARD, HUSBAND AND WIFE, AS JOINT TENANTS, RECORDED IN BOOK 19512 PAGE 358 OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM 1/8TH INTEREST IN ANY AND ALL OIL, OR MINERALS OF ANY KIND THAT MAY BE EXIST IN OR UNDER SAID LAND, AS RESERVED IN THE DEED FROM MAME E. WINNARD AND WELLINGTON L. WINNARD, HER HUSBAND, RECORDED IN BOOK 1973 PAGE 267, OFFICIAL RECORDS.

**PARCEL 2:**

NONEXCLUSIVE EASEMENTS APPURTENANT TO PARCEL 1 ABOVE, ON AND OVER THE "COMMON AREA" AS DEFINED IN THE DECLARATION OF ANNEXATION FOR ACCESS, USE, OCCUPANCY, ENJOYMENT, INGRESS AND EGRESS OF THE AMENITIES LOCATED THEREON. THE COMMON AREA IS FOR THE USE OF OWNERS OF LOTS WHICH ARE SUBJECT TO THE DECLARATION AND IS NOT FOR THE USE OF THE GENERAL PUBLIC.

TAYLOR, BEAN & WHITAK  
CA  
41732625  
FIRST AMERICAN ELS  
GRANT DEED

**EXHIBIT "B"**  
**(To Grant Deed)**

**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.