

Return To:
Joseph Thomas Hobble Creek LLC
257 North 100 East
Provo, Utah 84606

SPECIAL WARRANTY DEED

Waterfall Victoria REO 2010-02 LLC, a Delaware Limited Liability Company who
acquired title as Water fall Victoria REO 2010-02 LLC **Grantor(s)**
of Wilmington, County of _____, State of Delaware,
hereby **CONVEYS and WARRANTS** against the Acts of the Grantor(s) only to

Joseph Thomas Hobble Creek LLC, a Utah Limited Liability Company **Grantee(s)**

of Provo, County Utah, State of Utah,
for the sum of TEN DOLLARS AND NO/100 -----DOLLARS,
and other good and valuable consideration
the following described tract of land in **Utah** County, State of Utah:

Commencing 81.25 feet North of the Southwest Corner of Block 36, Plat "A", Springville City
Survey; thence North 121.50 feet; thence East 74.00; thence South 27.50; thence East
132.00 feet; thence South 112.00 feet; thence West 17.50 feet; thence North 81°17'26"
West 118.87 feet; thence West 71.00 feet to the point of beginning.

The following is shown for information purposes only: 06:036:0002

SUBJECT TO current general taxes, easements, restrictions and rights of way of record.

WITNESS, the hand of said grantor(s), this 14 day of, December, A.D. 2011

**Waterfall Victoria REO 2010-02 LLC,
a Delaware Limited Liability Company**

By: Waterfall Asset Management, LLC,
a Delaware Limited Liability Company
Its Manager

By: CFC Transactions, LLC,
an Illinois Limited Liability Company
Its Attorney in Fact, pursuant
to a Power of Attorney, copy attached

By: *Contra*

Its: Authorized Officer

Alta # 11316

Alta # 11316

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

On the 14th day of December, 2011, personally appeared before me CARRIE HARPER its AUTHORIZED OFFICER for CFC Transactions, LLC, an Illinois Limited Liability Company, attorney in fact for Waterfall Asset Management, LLC, a Delaware Limited Liability Company Manager of Waterfall Victoria 2010-02 LLC, a Delaware Limited Liability Company, who acquired title as Water fall Victoria REO 2010-02 LLC. The signer of the within instrument, who duly acknowledged to me that he executed the same, for and on behalf of CFC Management, LLC, an Illinois Limited Liability Company attorney in fact for Waterfall Asset Management, LLC, a Delaware Limited Liability Company, as Manager therein.

Ryan Campbell
Notary Public

My Commission Expires:
Residing at:
15359 S. DARNELL
OLATHE, KS 66062

RYAN CAMPBELL
Notary Public - State of Kansas
My Appt. Expires 8-13-2015

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that WATERFALL VICTORIA REO 2010-02, LLC, a Delaware limited liability company, as owner ("Owner"), having an office at 1185 Avenue of the Americas, 17th Floor, New York, New York 10036, pursuant to that certain Servicing Agreement dated as of January 21, 2010 (as at any time amended, the "Servicing Agreement"), by and between Waterfall Victoria Master Fund, Ltd. and CFC Transactions, LLC, an Illinois limited liability company having an office at Two North LaSalle Street, 8th Floor, Chicago, Illinois, 60602, as Servicer ("Servicer"), hereby appoints Servicer, acting by and through the Servicer's designated representatives, the Owner's true and lawful Attorney-in-Fact, in the Owner's name, place and stead and for the Owner's benefit, to carry out, perform and exercise all actions, duties, rights, powers, obligations and authority that may be necessary or desirable at any time in the Servicer's reasonable discretion to enable the Servicer to carry out its servicing and administrative obligations under the Servicing Agreement with respect to the property or properties identified on Schedule I attached hereto and hereby made a part hereof by reference (collectively and jointly and severally, the "Property") and for the purpose of performing such acts and executing and delivering such documents in the name of the Owner as are necessary and appropriate to effectuate such actions, duties, rights, powers and obligations.

Without limiting the foregoing, this appointment shall apply to the following actions and transactions:

1. The management and sale of the Property owned by the Owner, whether acquired through a foreclosure or deed in lieu of foreclosure or otherwise, including, without limitation, the execution and delivery of the following documents and instruments that relate to all or any portion of the Property:

- a. listing agreements;
- b. purchase and sale agreements and amendments thereto, and lease agreements and amendments to any lease agreement;
- c. agreements for management, repair and other vendor services;
- d. grant/warranty/quit claim deeds and any other deeds causing the transfer of title of the Property to a party contracted to purchase same;
- e. escrow instructions; and
- f. any and all other documents necessary to effect the transfer of all or any portion of the Property.

2. The preparation, execution, acknowledgement, delivery, filing and recording of any other deeds, agreements, assignments, documents, instruments, statements, notices and certificates that may be necessary or desirable at any time in the Servicer's reasonable discretion to enable the Servicer to carry out its servicing and administrative duties as the Servicer on behalf of the Owner in accordance with the terms of the Servicing Agreement.

The Owner hereby gives the Servicer full power and authority to execute and deliver 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 Owner might or could do, and hereby ratifies and confirms to all that this Attorney-in-Fact appointment shall be effective as of the date of execution of this Limited Power of Attorney.

This appointment is to be construed and interpreted as a limited power of attorney with respect to the Property identified on the attached Schedule I. The enumeration of specific items, rights, acts and

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 under the Servicing Agreement, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Owner except as specifically provided for herein.

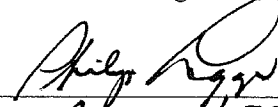
Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the Owner and delivered to such third party.

As between the Owner and the Servicer, the Servicer may not exercise any right, authority or power granted by this instrument in a manner that would violate the terms of the Servicing Agreement, but any and all third parties dealing with the Servicer as the attorney-in-fact for the Owner may rely completely, unconditionally and conclusively on the Servicer's authority and need not make inquiry about whether the Servicer is acting pursuant to the Servicing Agreement. Any trustee, title insurance company or other third party may rely upon a written statement by the Servicer that a Property is subject to and included under this Limited Power of Attorney and the Servicing Agreement.

IN WITNESS WHEREOF, Waterfall Victoria REO 2010-02, LLC has caused these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 1 day of November, 2011, to be effective as of August 23, 2010..

Waterfall Victoria REO 2010-02, LLC,
a Delaware limited liability company

By: Waterfall Asset Management, LLC, its Manager

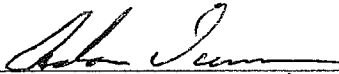
By: 
Name: PHILIP LEGATO
Title: DIRECTOR - RISK MGT GROUP

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On NOVEMBER 1, 2011, before me, ADAM DUMAN, a Notary Public in and for said state, personally appeared PHIL LEGGIO, a DIRECTOR of **Waterfall Victoria REO 2010-02, LLC**, a Delaware limited liability company, 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 he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the above-named 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 NEW YORK that the foregoing paragraph is true and correct.



Notary Public, State of NEW YORK

WITNESS my hand and official seal.
(SEAL)

ADAM E DUMAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DU6227964
Qualified in New York County
My Commission Expires September 07, 2014

Schedule I

List of Properties

CF 330150380:	26030 Main St., Springville UT
CF 330150860	2116 Sunrise Ave, Las Vegas NV
CF 330150373	1011 Snyder Lane, Bakersfield CA
CF 330150512	7635 Ashley Park Court, Orlando FL