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Doc#. 1907146029 Fee: \$64.00

Edward M. Moody

Cook County Recorder of Deeds **Loan No. 320637788H**

Date: 03/12/2019 12:09 PM Pg: 1 of 9

Return To:

Michael Gilman
Dykema Gossett PLLC
10 S. Wacker Dr.
Suite 2300
Chicago, IL 60606

Prepared By:

Michael Gilman
Dykema Gossett PLLC
10 S. Wacker Dr.
Suite 2300
Chicago, IL 60606

**AFFIDAVIT TO CURE MISSING RECORDED WRITTEN ASSIGNMENT
OF MORTGAGE RECORDED AS DOCUMENT NO. 0325134142 AND
RELEASE OF MORTGAGE RECORDED AS DOCUMENT NUMBER 0703216049**

The undersigned, being first duly sworn on oath, states as follows:

1. I am authorized to sign this affidavit on behalf of Ocwen Loan Servicing, LLC, ("Ocwen") whose address is 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409, as attorney in fact for Deutsche Bank National Trust Company, as Trustee for Morgan Stanley ABS Capital I Inc. Trust 2004-NC1, Mortgage Pass-Through Certificates, Series 2004-NC1, I have reviewed Ocwen's loan file for the Loan defined below, which file Ocwen created and maintains in the ordinary course of its business, and have personal knowledge of the contents of Ocwen's file pertaining to the Loan and the facts set forth in this affidavit.

2. On August 27, 2003, Derrick D. Mayberry granted a mortgage to The Designer Financial Group Inc., recorded with the Cook County Recorder of Deeds on September 8, 2003 as Document No. 0325134142 (the "Mortgage"), reciting that the Mortgage secured repayment of a loan in the amount of \$94,500.00, evidenced by a note dated August 27, 2003, payable to The Designer Financial Group Inc. (the "Note").

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3. The Mortgage was recorded against property commonly known as 7806 S.

Langley, Chicago, Illinois 60619, and legally described as:

ALL OF LOT 3 AND THE NORTH 10 FEET OF LOT 4 IN WAKEFORD NINTH ADDITION, BEING TAINTOR'S SUBDIVISION OF BLOCK 14 IN WAKEMAN'S SUBDIVISION OF THE EAST 1/2 F THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 38, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

A.P.N. # 20-27-429-019

4. The Loan was transferred to Deutsche Bank National Trust Company, as Trustee for Morgan Stanley ABS Capital I Inc. Trust 2004-NC1, Mortgage Pass-Through Certificates, Series 2004-NC1, (the "Trust") pursuant to and evidenced by the Pooling and Servicing Agreement, dated as of January 1, 2004, among Morgan Stanley ABS Capital I Inc., as depositor, HomEq Servicing Corporation, as servicer, NC Capital Corporation, as responsible party, and Deutsche Bank National Trust Company, as trustee, (the "PSA") and the Trust became the owner and holder of the Note.

5. As holder of the Note, the Trust became the assignee of the Mortgage.

6. Section 3.01 of the PSA gave HomEq the authority to release mortgages that secured loans owned and held by the Trust.

7. HomEq, as attorney-in-fact for the Trust, executed a Satisfaction of Mortgage, recorded on February 1, 2007 with the Cook County Recorder of Deeds as Document No. 0703216049.

8. Ocwen is the successor servicer for the Trust and the Trust appointed Ocwen the Trust's attorney-in-fact to, among other things, execute releases of mortgages that secure loans owned and held by the Trust. A true and correct copy of the Power of Attorney is attached as **Exhibit A.**

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9. The Loan has been paid in full.

10. To the extent the Satisfaction of Mortgage executed by HomEq is ineffective,

Ocwen, on behalf of the Trust, hereby releases the Mortgage.

Deutsche Bank National Trust Company, as Trustee
for Morgan Stanley ABS Capital I Inc. Trust 2004-
NC1, Mortgage Pass-Through Certificates, Series
2004-NC1 by Ocwen Loan Servicing, LLC as
attorney in fact

By: 
Printed Name: JOELLY M CARVAJAL
Title: AUTHORIZED SIGNER


Property of Cook County Clerk's Office

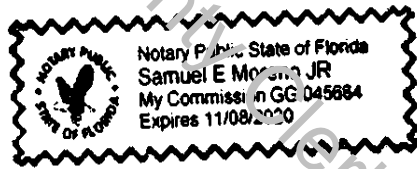
State of FLORIDA

County of PALM BEACH

JOELLY M CARVAJAL, personally appeared before me, and being first duly sworn declared that he/she signed the above affidavit, and further states that he/she has read the above instrument and the statements therein contained are true and correct.

WITNESS my hand and official seal,


Notary Public's Signature
Name: SAMUEL E MORENO JR
Notary Expires: 11/08/2020



When Recorded, Return to:
 Ocwen Loan Servicing, LLC
 1661 Worthington Road, Suite 100
 West Palm Beach, FL 33409

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EXHIBIT A

LIMITED POWER OF ATTORNEY

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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 usual place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, as Trustee (the "Trustee") for the Agreements listed on Exhibit A (the "Agreement") by and between Deutsche Bank National Trust Company and Ocwen Loan Servicing, LLC (the "Servicer"), as successor servicer to HomEq Servicing, 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 Ocwen Loan Servicing, 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 of 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.

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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. The full enforcement of and preservation of the Trustee's interests in the Mortgage Notes, Mortgages or Deeds of Trust, and in the proceeds thereof, by way of, including but not limited to, foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or the termination, cancellation or rescission of any such foreclosure, the initiation, prosecution and completion of eviction actions or proceedings with respect to, or the termination, cancellation or rescission of any such eviction actions or proceedings, and the pursuit of title insurance, hazard insurance and claims in bankruptcy proceedings, 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;
 - f. the filing, prosecution and defense of claims, and to appear on behalf of the Trustee, in bankruptcy cases affecting Mortgage Notes, Mortgages or Deeds of Trust;
 - g. the preparation and service of notices to quit and all other documents necessary to initiate, prosecute and complete eviction actions or proceedings;
 - h. the tendering, filing, prosecution and defense, as applicable, of hazard insurance and title insurance claims, including but not limited to appearing on behalf of the Trustee in quiet title actions; and

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- i. 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.h. 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.

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 December 7, 2012.

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.

Solely to the extent that the Servicer has the power to delegate its rights or obligations under the Agreement, the Servicer also has the power to delegate the authority given to it by Deutsche Bank National Trust Company, as Trustee, under this Limited Power of Attorney, for purposes of performing its obligations and duties by executing such additional powers of attorney in favor of its attorneys-in-fact as are necessary for such purpose. The Servicer's attorneys-in-fact shall have no greater authority than that held by the Servicer.

Nothing contained herein shall: (i) limit in any manner any indemnification provided to the Trustee under the Agreement, (ii) limit in any manner the rights and protections afforded the Trustee under the Agreement, or (iii) 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.

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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, or its attorneys-in-fact, 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.

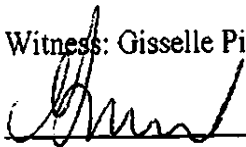
Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing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


IN WITNESS WHEREOF, Deutsche Bank National Trust Company, as Trustee for the Agreements listed on Exhibit A 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 7th day of December, 2012.

Deutsche Bank National Trust Company,
as Trustee for the Agreements listed on Exhibit A

By: 
Name: Marlon Hogan
Title: Associate

Prepared by: 
Name: Alice Tatusian

Witness: Gisselle Picard


Witness: Tim Avakian


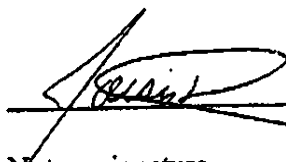
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State of California}
County of Orange}

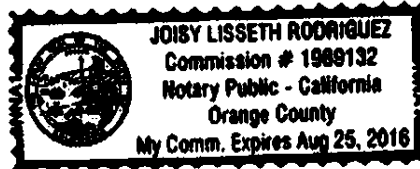
On December 7, 2012, before me, Joisy Lissteh Rodriguez Notary Public, personally appeared Marion Hogan who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity 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 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 signature



Notary Public, State of California

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Exhibit A

Morgan Stanley ABS Capital I Inc. Trust 2005-HE7, Mortgage Pass-Through Certificates, Series 2005-HE7

Morgan Stanley ABS Capital I Inc. Trust 2005-HE1, Mortgage Pass-Through Certificates, Series 2005-HE1

Morgan Stanley ABS Capital I Inc. Trust 2005-HE2, Mortgage Pass-Through Certificates, Series 2005-HE2

Morgan Stanley ABS Capital I Inc. Trust 2005-HE6, Mortgage Pass-Through Certificates, Series 2005-HE6

Morgan Stanley ABS Capital I Inc. Trust 2004-HE2, Mortgage Pass-Through Certificates, Series 2004-HE2

Morgan Stanley ABS Capital I Inc. Trust 2004-HE3, Mortgage Pass-Through Certificates, Series 2004-HE3

Morgan Stanley ABS Capital I Inc. Trust 2004-HE4, Mortgage Pass-Through Certificates, Series 2004-HE4

Morgan Stanley ABS Capital I Inc. Trust 2003-NC9, Mortgage Pass-Through Certificates, Series 2003-NC9

Morgan Stanley ABS Capital I Inc. Trust 2003-NC7, Mortgage Pass-Through Certificates, Series 2003-NC7

Morgan Stanley ABS Capital I Inc. Trust 2003-NC5, Mortgage Pass-Through Certificates, Series 2003-NC5

Morgan Stanley ABS Capital I Inc. Trust 2004-NC1, Mortgage Pass-Through Certificates, Series 2004-NC1

Morgan Stanley ABS Capital I Inc. Trust 2004-NC4, Mortgage Pass-Through Certificates, Series 2004-NC4

Morgan Stanley ABS Capital I Inc. Trust 2006-NC1, Mortgage Pass-Through Certificates, Series 2006-NC1

Morgan Stanley ABS Capital I Inc. Trust 2004-NC6, Mortgage Pass-Through Certificates, Series 2004-NC6

Morgan Stanley ABS Capital I Inc. Trust 2003-NC6, Mortgage Pass-Through Certificates, Series 2003-NC6