

Prepared By and Return To:

LandCastle Title, LLC
5690 W Cypress St Ste A
Tampa, FL 33607

File No.: FL044-1500728PR

Property Appraiser's Parcel I.D. (folio) Number(s):

Tax Parcel ID: 242N29194500A000120

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 11-16-2015 by THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE BENEFIT OF THE CERTIFICATEHOLDERS OF THE CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2004-BC5 hereinafter called the grantor and Richard H Krueger and Sharon A Krueger, husband and wife whose post office address is 6215 Huntsman Pass, Milton, Florida 32570, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representative and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the grantor, for and in consideration of the sum of \$94,500.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all the certain land situated in Santa Rosa County, Florida, viz:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Property Address: 6215 Huntsman Pass, Milton, FL 32570

SEE EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF FOR INCUMBENCY STATEMENT

SEE EXHIBIT C ATTACHED HERETO AND MADE A PART HEREOF FOR POWER OF ATTORNEY

Subject to the following:

Any encumbrances, easements and restrictions of record, and taxes for the year 2016 and thereafter.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in Fee Simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor, but against none other.

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers duly authorized, the day and year first above written.

Signed, sealed and delivered in our presence:

Susan Kinard
(Witness Signature)

Susan Kinard
(Print Name of Witness)

Angela R Calder
(Witness Signature)

ANGELA R CALDER
(Print Name of Witness)

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE BENEFIT OF THE CERTIFICATEHOLDERS OF THE CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2004-BC5

By: New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing, as Attorney-in-Fact

By: Shawn Garrison
Print Name: Shawn Garrison
Its: AUF

[Corporate Seal]

Address:

55 Beattie Place, Suite 110
Greenville, SC 29601

STATE OF SC

COUNTY OF Greenville

The foregoing instrument was acknowledged before me this 16th day of November, 2015, by Shawn Garrison, as AUF of New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing, as Attorney-in-Fact for THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE BENEFIT OF THE CERTIFICATEHOLDERS OF THE CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2004-BC5, who is personally known to me or who has produced _____ as identification.

Wendy M Armonaitis
Notary Public

Printed Name: Wendy M Armonaitis

My Commission Expires: 8-6-2023

[Notary Seal]



EXHIBIT A

Lot 12, Block A, HUNTER'S RIDGE, according to the map or plat thereof, as recorded in Plat Book F, Page(s) 28, of the Public Records of Santa Rosa County, Florida.

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Exhibit "B"

WRITTEN CONSENT
OF
REQUISITE MEMBERS OF THE BOARD OF MANAGERS
OF
NEW PENN FINANCIAL, LLC

March 1, 2014

The undersigned, constituting not less than a majority of the members of the Board of Managers (the "Board") of New Penn Financial LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Company"), do hereby consent, pursuant to Section 18-404(d) of the Delaware Limited Liability Company Act, as amended from time to time (the "Act"), and Section 2.12 of the Amended and Restated Limited Liability Company Agreement of the Company, dated as of October 31, 2011, as amended from time to time (the "LLC Agreement"), to the adoption of the resolutions set forth herein and that such action be taken without a meeting pursuant to the Act and the LLC Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the LLC Agreement.

Establishment of Offices; Appointment of Officers

WHEREAS, by Resolutions dated October 7, 2010, March 1, 2013 and January 1, 2014 duly adopted by the Board (together, the "Prior Resolutions"), the Board established senior and general offices of the Company and appointed certain persons to such offices, which Prior Resolutions remain in full force and effect as of the date hereof (except with respect to any persons who have left the employ of the Company or except as to any persons whose appointments have been terminated);

WHEREAS, the Chief Executive Officer/President of the Company has recommended the establishment of certain additional senior and general offices of the Company's Servicing Division (doing business as Shellpoint Mortgage Servicing ("SMS")) and the appointment of certain persons to the senior and general offices of the Company (including SMS) as set forth on Exhibit A hereto;

WHEREAS, a majority of the members (a "Majority") of the Board has determined it to be in the best interest of the Company to establish the additional offices for SMS as set forth herein and to appoint each such person to the senior or general office of the Company as set forth opposite such persons name on Exhibit A hereto.

NOW THEREFORE BE IT RESOLVED, that the Company have senior officers acting on behalf of the SMS in such capacities and with such authority and duties as set forth below:

- (i) Executive Vice President -- Servicing Division: The Executive Vice President- Servicing Division shall be responsible for overseeing daily operations with respect to the SMS, and shall report to the executive responsible for SMS ("SMS Executive"). The Executive Vice President- Servicing Division

shall be authorized to make decisions on daily, routine matters in his/her functional areas of responsibility. The Executive Vice President-Servicing Division shall have the authority to contractually obligate the Company (doing business as SMS) in accordance with written Company policies or specific permission approved by the SMS Executive, Chief Executive Officer/President of the Company and/or the Board, as applicable in accordance with the LLC Agreement. To the extent in accordance with the preceding sentence, the Executive Vice President -Servicing Division has the authority to execute all contracts, agreements, certificates and other documents relating to servicing of mortgage loans, the acquisition or disposition of mortgage loan servicing rights, and related matters, including, but not limited to, non-disclosure agreements, mortgage servicing rights purchase or sale agreements, and servicing, sub-servicing or special servicing agreements, and to do and perform, or cause to be done and performed, all such acts, deeds and things and to make, execute and deliver or cause to be made, executed and delivered all such agreements, undertakings, documents, instruments or certificates in the name and on behalf of the Company (doing business as SMS) or otherwise as such officer may deem necessary or appropriate to effectuate or carry out fully the purpose and intent of any of the foregoing and to be in the best interest of SMS (as conclusively evidenced by the taking of such action or the execution and delivery of such agreements, undertakings, documents, instruments or certificates, as the case may be, by or under the direction of such officer).

(ii) Senior Vice President - Default Administration - Servicing Division: The Senior Vice President- Default Administration - Servicing Division shall be responsible for mortgage loan default operations of SMS, and shall report to the SMS Executive and Executive Vice President -Servicing Division. The Senior Vice President- Default Administration - Servicing Division shall be authorized to make decisions on daily, routine matters in his/her functional areas of responsibility. The Senior Vice President- Default Administration - Servicing Division shall have the authority to contractually obligate the Company (doing business as SMS) in accordance with written Company policies or specific permission approved by the SMS Executive, Chief Executive Officer/President of the Company and/or the Board, as applicable in accordance with the LLC Agreement. To the extent in accordance with the preceding sentence, the Senior Vice President - Default Administration - Servicing Division has the authority to execute all contracts, agreements, certificates and other documents relating to the servicing or administration of defaulted loans, and related matters; including, but not limited to, modification agreements, assignments, release of liens, and documents relating to bankruptcy or foreclosure actions, and to do and perform, or cause to be done and performed, all such acts, deeds and things and to make, execute and deliver or cause to be made, executed and delivered all such agreements, undertakings, documents, instruments or certificates in the name and on behalf of the Company (doing business as SMS) or otherwise as such officer may deem necessary or appropriate to effectuate or carry out fully the purpose and intent of any of the foregoing and

to be in the best interest of SMS (as conclusively evidenced by the taking of such action or the execution and delivery of such agreements, undertakings, documents, instruments or certificates, as the case may be, by or under the direction of such officer).

(iii) Vice President - Collections & Customer Service - Servicing Division: The Vice President- Collections & Customer Service- Servicing Division shall be responsible for mortgage loan collections and customer service operations of SMS, and shall report to the SMS Executive and Executive Vice President - Servicing Division. The Vice President- Collections & Customer Service - Servicing Division shall be authorized to make decisions on daily, routine matters in his/her functional areas of responsibility. The Vice President- Collections & Customer Service - Servicing Division shall have the authority to contractually obligate the Company (doing business as SMS) in accordance with written Company policies or specific permission approved by the SMS Executive, Chief Executive Officer/President of the Company and/or the Board, as applicable in accordance with the LLC Agreement. To the extent in accordance with the preceding sentence, the Vice President - Collections & Customer Service - Servicing Division has the authority to execute all contracts, agreements, certificates and other documents relating to the loan collection and customer service for SMS, and related matters; and to do and perform, or cause to be done and performed, all such acts, deeds and things and to make, execute and deliver or cause to be made, executed and delivered all such agreements, undertakings, documents, instruments or certificates in the name and on behalf of the Company (doing business as SMS) or otherwise as such officer may deem necessary or appropriate to effectuate or carry out fully the purpose and intent of any of the foregoing and to be in the best interest of SMS (as conclusively evidenced by the taking of such action or the execution and delivery of such agreements, undertakings, documents, instruments or certificates, as the case may be, by or under the direction of such officer).

(iv) Assistant Vice President - Loan Boarding & Investor Reporting - Servicing Division: The Assistant Vice President-Loan Boarding & Investor Reporting- Servicing Division shall be responsible for boarding mortgage loans for servicing and for investor reporting in SMS, and shall report to the SMS Executive and the Executive Vice President - Servicing Division. The Assistant Vice President- Loan Boarding & Investor Reporting- Servicing Division shall be authorized to make decisions on daily, routine matters in his/her functional areas of responsibility. The Assistant Vice President-Loan Boarding & Investor Reporting- Servicing Division shall have the authority to contractually obligate the Company (doing business as SMS) in accordance with written Company policies or specific permission approved by the SMS Executive, Chief Executive Officer/President of the Company and/or the Board, as applicable in accordance with the LLC Agreement. To the extent in accordance with the preceding sentence, the Assistant Vice President-Loan Boarding & Investor Reporting- Servicing Division has the authority to execute all contracts, agreements,

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certificates and other documents relating to the boarding of loans for servicing or servicing investor reporting, and to do and perform, or cause to be done and performed, all such acts, deeds and things and to make, execute and deliver or cause to be made, executed and delivered all such agreements, undertakings, documents, instruments or certificates in the name and on behalf of the Company (doing business as SMS) or otherwise as such officer may deem necessary or appropriate to effectuate or carry out fully the purpose and intent of any of the foregoing and to be in the best interest of SMS (as conclusively evidenced by the taking of such action or the execution and delivery of such agreements, undertakings, documents, instruments or certificates, as the case may be, by or under the direction of such officer).

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(v) Authorized Signatory - Loan Administration, Loss Mitigation Bankruptcy, Foreclosure & REO - Servicing Division - Each Authorized Signatory shall have the authority to execute all contracts, agreements, certificates and other documents relating to collections, loan administration activities, loss mitigation activities, proceedings in bankruptcy affecting serviced mortgage property, foreclosure actions, electronic recording of ownership of mortgages and mortgage servicing rights (through MERS and otherwise) and real estate owned management, as indicated by designation of functional area of responsibility next to such persons name, and to do and perform, or cause to be done and performed, all such acts, deeds and things and to make, execute and deliver or cause to be made, executed and delivered all such agreements, undertakings, documents, instruments or certificates in the name and on behalf of the Company (doing business as SMS).

FURTHER RESOLVED, that a Majority of the Board hereby approve the appointment of each of the persons named on Exhibit A attached hereto to the senior or general offices of the Company set forth opposite each such person's name, with such appointment to be effective as of the date hereof, authorizing each such person to serve in such capacities (subject to the LLC Agreement) until his/her termination of employment or until his/her successor has been duly elected and qualified, whichever is earlier; and it is

FURTHER RESOLVED, that all actions heretofore taken by any of the foregoing officers on behalf of the Company be, and they hereby are, approved, adopted, ratified and confirmed in all respects.

FURTHER RESOLVED, that this written consent of the Board of New Penn Financial LLC may be executed in counterparts and by facsimile and pdf, each of which shall be an original and all of which, when taken together, shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the undersigned members of the Board have set their hands hereto effective as of the date first written above.

B. Williams
Bruce J. Williams

[Signature]
Saul I. Sanders

[Signature]
Jerry Schiano

EXHIBIT A

<u>Name</u>	<u>Office</u>
Dan Egan	Secretary ¹
Phil Italiano	Assistant Secretary
Michael Keaton	Executive Vice President – Servicing Division
Debbie Thayer	Sr. Vice President – Default Administration - Servicing Division
Jason Yates	Vice President - Collection & Customer Service - Servicing Division
Joey Prince	Asst. Vice President - Loan Boarding & Investor Reporting – Servicing Division
Matt Shiflett	Director Legal Affairs – Servicing Division & Assistant Secretary
Ben Boyer	Authorized Signatory – SMS Loan Administration & Portfolio Management
Christian Hoopes	Authorized Signatory – SMS Loan Administration
Michelle Church	Authorized Signatory – SMS Loan Administration
Charlee Robinson	Authorized Signatory – SMS Loan Administration
Thomas F. Muldowney III	Authorized Signatory – SMS Loan Administration (all areas including MERS)
Wendell Hayes	Authorized Signatory – SMS Loan Administration – Escalations
Jennifer Joyce	Authorized Signatory – SMS Loan Administration – Collections
Chris Travis	Authorized Signatory – SMS Loan Administration – Default Support
Jennifer Fordyce	Authorized Signatory – SMS Loan Administration - MERS
Justin Bradley	Authorized Signatory – SMS Servicing Division
✦ Shawn Garrison	Authorized Signatory – SMS Loss Mitigation & REO
Angela Calder	Authorized Signatory – SMS Loss Mitigation
Helen Sanders	Authorized Signatory – SMS Fulfillment
Loran Kauffman	Authorized Signatory – SMS Fulfillment
Gary Cowherd	Authorized Signatory – SMS Fulfillment

¹ Mr. Egan remains the Company's Chief Financial Officer, and, with his appointment hereby, the Secretary of the Company.

EXHIBIT
LIMITED POWER OF ATTORNEY

Exhibit C

Reference is hereby made to (x) each of the pooling and servicing agreements listed in Schedule 1 attached hereto, by and among The Bank of New York Mellon f/k/a The Bank of New York ("BNY Mellon"), as trustee, Countrywide Home Loans Servicing LP, as master servicer, Countrywide Home Loans, Inc., as seller, one or more additional sellers identified therein, and either of CWALT, Inc. or CWABS, Inc. or CWMBS, Inc., as depositor (each, a "Pooling and Servicing Agreement" and collectively, the "Pooling and Servicing Agreements"), and (y) that certain settlement agreement (the "Settlement Agreement"), dated as of June 28, 2011, by and among BNY Mellon, in its capacity as trustee or indenture trustee of certain mortgage-securitization trusts identified therein, Bank of America Corporation, Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP (f/k/a Countrywide Home Loans Servicing LP) (the "Master Servicer"), Countrywide Financial Corporation and Countrywide Home Loans, Inc. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Pooling and Servicing Agreements or the Settlement Agreement, as the context requires.

BNY Mellon, as Trustee under the Pooling and Servicing Agreements, hereby constitutes and appoints New Penn Financial LLC dba Shellpoint Mortgage Servicing and its authorized officers (collectively, "Shellpoint") and each of them, its true and lawful attorneys-in-fact and agents, with full powers of substitution and resubstitution, for and in its name, place and stead, in any and all capacities, for the limited purpose of executing and recording any and all documents necessary to effect (i) a foreclosure of a Mortgage Loan, (ii) the disposition of an REO Property, (iii) an assumption agreement or modification agreement or supplement to the Mortgage Note, Mortgage, or deed of trust, (iv) defense of the Trustee in litigation and to resolve any litigation where Shellpoint has an obligation to defend the Trustee, including but not limited to dismissal, termination, cancellation, rescission and settlement, which settlement shall release with prejudice all claims and liabilities against BNY Mellon and will not result in admission of guilt by BNY Mellon or (v) a reconveyance, deed of reconveyance or release or satisfaction of mortgage or such instrument releasing the lien of a Mortgage, in each case solely in the performance of Shellpoint's duties and obligations in respect of Mortgage Loans that are then being subserviced by Shellpoint pursuant to a subservicing agreement (the "Subservicing Agreement") with the Master Servicer, then in effect in accordance with the terms of the Settlement Agreement. BNY Mellon also grants unto said attorneys-in-fact and agents, and each of them, subject to the foregoing limitations, the full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as might or could be done in person to effect items (i), (ii), (iii), (iv) and (v) above, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof; provided that this instrument is to be construed and interpreted as a limited power of attorney and does not empower or authorize the said attorneys-in-fact and agents to do any act or execute any document on behalf of BNY Mellon not specifically described herein.

For the purposes of clarification, but not limitation, BNY Mellon grants unto said attorneys-in-fact and agents, and each of them the full power and authority to (x) execute, acknowledge, seal and deliver deeds, deed of trust/mortgage note endorsements, assignments of deed of trust/mortgage and other recorded documents, tax authority notifications and other instruments of sale, conveyance and transfer, full or partial releases and subordinations, each appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary and proper to effect the execution, delivery, conveyance, recordation or filing of said documents; (y) execute and deliver affidavits of debt, substitutions of trustee, substitutions of counsel, non-military affidavits, notices of rescission, foreclosure deeds, transfer tax affidavits, affidavits of merit, verifications of complaint, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays and other documents or notice filings on behalf of the Trustee in connection with foreclosure, bankruptcy and eviction actions; and (z) endorse and/or

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assign any borrower or Mortgagor's check or negotiable instrument received by Shellpoint as a payment under a Mortgage Loan.

Nothing in this Limited Power of Attorney shall be deemed to amend or modify the Pooling and Servicing Agreements, the Settlement Agreement, the applicable Subservicing Agreement or the respective rights, duties or obligations of Shellpoint thereunder, and nothing herein shall constitute a waiver of any rights or remedies thereunder. Without limiting the generality of the foregoing, this Limited Power of Attorney does not provide, and shall not be read so as to provide, Shellpoint with the power to perform or undertake actions which Shellpoint is not authorized to take pursuant to the applicable Subservicing Agreement or that the Master Servicer is not authorized to take pursuant to the applicable Pooling and Servicing Agreement. In addition, each attorney-in-fact and agent is only authorized to act pursuant to this Limited Power of Attorney in a manner which complies with all applicable laws, rules and regulations.

Shellpoint shall indemnify, defend and hold BNY Mellon and its successors and assigns harmless, from and against any and all losses, costs, expenses (including, without limitation, actual attorneys' fees), damages, liabilities, demands or claims of any kind whatsoever, arising out of, related to or in connection with any misuse of this Limited Power of Attorney in any manner or by any person not expressly authorized hereby. Acceptance of this Limited Power of Attorney by Shellpoint, or the taking by Shellpoint of any action pursuant to this Limited Power of Attorney, shall be deemed an agreement and acceptance by Shellpoint of this indemnity obligation.

The rights, power, and authority of said attorneys-in-fact and agents granted in this Limited Power of Attorney will commence and be in full force and effect on the date of execution and such rights, powers, and authority will remain in full force and effect until the earlier of (x) 11:59 p.m., New York City time, on the date that is 2 year[s] from such date and (y) the date, if any, on which Shellpoint is no longer an "Approved Subservicer" under the Settlement Agreement; provided, however, that BNY Mellon may terminate this Limited Power of Attorney prior to such date by delivering a written notice of revocation to Shellpoint, with a copy to the Master Servicer.

THE BANK OF NEW YORK MELLON F/K/A
THE BANK OF NEW YORK, as Trustee

Witness: Rafal Bar
Rafal Bar

By: Steven A. Chrysanthis
Steven A. Chrysanthis
Vice President

Witness: Robert Fitzmire
Robert Fitzmire

By: Loretta A. Lundberg
Loretta A. Lundberg
Managing Director

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STATE OF: New York
COUNTY OF: New York

On the 5th day of March in the year 2014 before me, the undersigned, personally appeared Steven A. Chrysanthis and Loretta A Lundberg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

IN WITNESS THEREOF, I have hereunto set my hand and affixed by official seal the day and year in this certificate first above written.

Alexander Puglise
Notary Public

ALEXANDER PUGLISE
Notary Public, State of New York
No. 01PU6295251
Qualified in New York County
Commission Expires Dec. 30, 2017

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CWABS

SCHEDULE 1

CWABS

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2004-11

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2004-8

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE BENEFIT OF THE CERTIFICATEHOLDERS OF THE CWABS INC, ASSET-BACKED CERTIFICATES, SERIES 2004-BC4

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THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE BENEFIT OF THE CERTIFICATEHOLDERS OF THE CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2004-BC5

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWABS, INC., ASSET BACKED NOTES, SERIES 2004-SD3

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWABS, INC., ASSET BACKED NOTES, SERIES 2004-SD4

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWABS, INC., ASSET BACKED CERTIFICATES, SERIES 2005-AB1

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2005-AB2

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2005-AB3

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2005-AB5

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWABS, INC., ASSET BACKED CERTIFICATES, SERIES 2005-BC2

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2005-BC5

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2005-IMI

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2005-IM2

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWABS, INC., ASSET BACKED CERTIFICATES, SERIES 2005-SD1

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2005-SD2

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS CWABS, INC., ASSET-BACKED NOTES SERIES 2005-SD3

BY