2009-004838 Klamath County, Oregon



04/07/2009 11:48:52 AM

Fee: \$36.00

After recording return to and send all tax statements to the following address Eric Nelson 2237 California Ave Klamath Falls, OR 97601

15+ 1368411

## **STATUTORY** BARGAIN AND SALE DEED

Bank of America National Association by Merger to LaSalle Bank National Association as Trustee for Merrill Lynch First Franklin Mortgage Loan Trust 2007-H, Mortgage Loan Asset-Backed Certificates, Series 2007-4as to a fee simple interest Grantor, conveys to Eric L Nelson and Kathleen J Nelson, Wife and Husband, Grantee the following described real property:

Lots 1 and 2, Block 43, Buena Vista Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath Falls, Oregon.

Property ID No: R183875

THIS INSTRUMENT WILL 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.

The true consideration for this conveyance is \$100,000.00

Dated this 20 day of March, 2009

Bank of America National Association, by Merger to LaSalle Bank National Association as Trustee for Merrill Lynch First Franklin Mortgage Loan Trust 2007-H, Mortgage Loan Asset-Backed Certificates, Series 2007-4

s, Inc as Attorney in Fact By: Home Loan Ser

Bryan G. Kusich, V.P.

STATE

County of

Bryan G. Kusich, V.P.

I certify that I know or have satisfactory evidence that is the person who appeared before me, and said person acknowledged that he/she/they, signed this instrument, on oath stated that he/she/they is/are authorized as the Attorney in Fact to execute the instrument and acknowledge it as the \_\_\_\_\_\_\_ of Home Loan Services, Inc as Power of Attorney for Bank of America National Association, by Merger to LaSalle Bank National Association, as Trustee for Merrill Lynch First Franklin Mortgage Loan Trust 2007-H, Mortgage Loan Asset-Backed Certificates, Series 2007-H to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated March 20, 2009

Katherine a. Wer Notary Public in and for the State of Ph Residing at Pgh. Ph My appointment expires: 11/17/11

COMMONWEALTH OF PENNSYLVANIA Notarial Seal

Ketnerine A. Weir, Notary Public

City of Pittsburgh, Allegheny County
My Commission Expires Nov. 17, 2011 Mamber, Pennsylvania Association of Not

## FORM OF LIMITED POWER OF ATTORNEY

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO HOME LOAN SERVICES, INC. 150 ALLEGHENY CENTER PITTSBURGH, PA 15212

Attn: Mary Fran Felion, Closing Specialist --

KNOW ALL MEN BY THESE PRESENTS, that LaSalle Bank National Association, having its principal place of business at 135 South LaSalle Street, Suite 1511, Chicago, IL 60603 as Trustee (the "Trustee") pursuant to that Pooling and Servicing Agreement among Merrill Lynch Mortgage Investors, Inc. (the "Depositor"), Home Loan Services, Inc., (the "Servicer"), and the Trustee, dated as of June 1, 2007 (the "Pooling and Servicing Agreement"), 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 Pooling and Servicing Agreement for the purpose of performing all acts and executing all documents in the name of the Trustee as may be customarily and reasonably 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 the Servicer is acting as servicer, all subject to the terms of the Pooling and Servicing Agreement.

This appointment shall apply to the following enumerated transactions only:

- The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recordings is 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 and said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured
- The subordination of the lien of a Mortgage or Deed of Trust to a lien that is replacing a lien existing as of the date of the Mortgage or Deed of Trust or 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 modification agreements or loan assumption agreements.
- 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
- 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

Klandth Falls, OR

- With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, 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:
  - 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 a deed in lieu of foreclosure; and
  - f. 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 e, above.
- 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 documents:
  - 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;
  - e any and all documents necessary to effect the transfer of 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 lawfully do or cause to be done by authority hereof.

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.

Except as may be permitted above in connection with the servicing of a Mortgage Loan, Servicer shall not, without the Trustee's written consent: (i) initiate any action, suit or proceeding not directly relating to the servicing of a Mortgage Loan (including but not limited to actions, suits or proceedings against Certificateholders, or against the Depositor for breaches of representations and warranties) solely under the Trustee's name, (ii) engage counsel to represent the Trustee in any action, suit or proceeding not directly relating to the servicing of a Mortgage Loan (including but not limited to actions, suits or proceedings against Certificateholders, or against the Depositor for breaches of representations and warranties), or (iii) prepare, execute or deliver any government filings, forms, permits, registrations or other documents not directly relating to the servicing of a Mortgage Loan in the Trustee's name or (iv) file any applications for registration and/or authorization to do business in any state in the name of the Trustee.

IN WITNESS WHEREOF, LaSalle Bank National Association, as Trustee pursuant to that Pooling and Servicing Agreement among the Depositor, the Servicer, and the Trustee, dated as of June 1, 2007 Merrill Lynch First Franklin Mortgage Loan Trust Mortgage Loan Asset Backed Certificates, Series 2007-4 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 \_\_/5/\_ day of \_Tume\_2007 Certified TRUE COPY of the original. LaSalle Bank National Association as Trustee for Merrill Lynch First Franklin Mortgage Loan Trust,

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Katherine A. Welr, Notary Public City of Pittsburgh, Allegheny County My Commission Expires Nov. 17, 2011 Member, Pennsylvania Association of Notaries Mortgage Loan Asset Backed Certificates, Series 200744/

By: Name: Title:

Rita Lopez Vice President

STATE OF ILLINOIS

COUNTY OF COOK

On June /, 200 before me, the undersigned, a Notary Public in and for said state, personally appeared Rita Lopez, Vice President of LaSalle Bank National Association, Trustee for Merrill Lynch First Franklin Mortgage Loan Trust Mortgage Loan Asset Backed Certificates, Series 2007-4 personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted and executed the instrument

WITESS my hand and official seal. (SEAL)

My Commission Expires 5-5-10

CHRISTINE M. ORSI NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 05/05/2010 2