VIC 859912

RECORDING REQUESTED BY:

2009-014284 Klamath County, Oregon



11/05/2009 03:19:14 PM

Fee: \$92.00

Fidelity National Title Company of Oregon GRANTOR'S NAME:
Deutsche Bank National Trust Company, as Trustee of the Residential Asset Securitization Trust 2007-A3, Mortgage Pass-Through Certificates, Series 2007-C under the Pooling and Servicing Agreement dated February 1, 2007 GRANTEE'S NAME:
Mike S. Nickeson Sr. and Elma E. Nickeson SEND TAX STATEMENTS TO:
Mike S. Nickeson Sr. and Elma E. Nickeson 29639 Dane Lane

29639 Dane Lane
Junction City, OR 97448
AFTER RECORDING RETURN TO:
Mike S. Nickeson Sr. and Elma E. Nickeson
29639 Dane Lane
Junction City, OR 97448
Escrow No: 20090018505-FTPOR03

2057 Checkrein Lane La Pine, OR 97739

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## SPECIAL WARRANTY DEED - STATUTORY FORM

(INDIVIDUAL or CORPORATION)

Deutsche Bank National Trust Company, as Trustee of the Residential Asset Securitization Trust 2007-A3, Mortgage Pass-Through Certificates, Series 2007-C under the Pooling and Servicing Agreement dated February 1, 2007, Grantor, conveys and specially warrants to Mike S. Nickeson Sr. and Elma F. T. Nickeson, as tenants by the entirety,

Grantee, the following described real property free and clear of encumbrances created or suffered by the grantor except as specifically set forth below:

Lot 26 in Block 6, WAGON TRAIL ACREAGES #1, SECOND ADDITION, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

## **ENCUMBRANCES:**

Covenants, conditions, restrictions and easements of record.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

The true consideration for this conveyance is \$95,000.00.

Dated 10 22 01; if a corporate grantor, it has caused its name to be signed by order of its board of directors.

Deutsche Bank National Trust Company, as Trustee of the Residential Asset Securitization Trust 2007-A3, Mortgage Pass-Through Certificates, Series 2007-C under the Pooling and Servicing Agreement dated February 1, 2007

BY:\_

Louise Chavez AVP

ITS:

92Amt

State of IEVAS County of TRAVE	<u> </u>
This instrument was acknowl <b>Louise Chav</b> ez	edged before me on, 253 b
as AVP	of
0 + -	THE RESERVE AND ASSESSMENT OF THE PARTY OF T
Notacy Public - State of	ESSICA S. L. BOVEE-
My commission expires:	October 07, 201
	Column 07, 201

. . .

## LIMITED POWER OF ATTORNEY

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 principal place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, as Trustee (the "Trustee") pursuant to each of those certain agreements referenced on Exhibit A (the "Agreement") hereby constitutes and appoints OneWest Bank, FSB as successor to Indymac Bank, F.S.B. in its capacity as servicer under each of the Agreements (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 OneWest Bank, FSB as successor to Indymac Bank, F.S.B. 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:

- 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.

- 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. 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;
  - 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; 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.
- 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 is executed as the date hereof and is effective as of **May 13, 2009**.

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.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Servicer to the Trustee under the Agreement, or (ii) 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 or Bankers Trust Company of California, N.A., then the Servicer shall promptly forward a copy of same to the Trustee.

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 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 or the Servicer 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 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 13th day of May, 2009.

Deutsche Bank National Trust Company, as Trustee

By:

Name: Hang Luu
Title: Authorized Signer

Acknowledged and Agreed

One West Bank, FSB as successor to Indymac Bank, F.S.B.

By:

Name:

Title: Vice President

Title: Vice President

State of California )
Second (State of California )
Second (State of California )

On May 13, 2009, before me, Tiffany Yuan, a Notary Public in and for said state, personally appeared Hang Luu of Deutsche Bank National Trust Company, as Trustee for the Trusts on Exhibit A, 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 that same in her authorized capacity, and that by her signature on the instrument the entity upon behalf of which the person acted and 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. (SEAL)

Notary Public - California My Comm. Expires Sep 15, 201

TIFFAMI YUAN

TIFFAN YUAN

Commission # 1693742

Notary Public - Celifornia S

Orange County

Vy Comm. Expires Sep 15, 2010

State of	)		
County of	)	) ss:	
known to me or name is subscrib in his capacity,	or said State, reproved to me bed to the with and that by his	personally appeared on the basis of satisfactoring in instrument and acknow	, before me, the undersigned, a Notary, personally ory evidence to be the individual whose eledged to me that he executed the same ment, the individual, or the person upon a instrument.
IN WITNESS T year in this certi	HEREOF, I ha	ave hereunto set my hand /e written.	and affixed by official seal the day and
		Notary Public, State	of

## EXHIBIT A

Pursuant to that Pooling and Servicing Agreement dated as of: SEE BELOW THE VARIOUS POOLING AND AGREEMENT DATES (the "Agreement") by and between either (a) INDYMAC ABS., INC. AND ONEWEST BANK, FSB AS SUCCESSOR TO INDYMAC BANK, F.S.B. (the "Servicer") or (b) INDYMAC MBS, INC., AND ONEWEST BANK, FSB AS SUCCESSOR TO INDYMAC BANK, F.S.B. (the "Servicer"):

INVESTOR NO.	AGREEMENT	CLOSING DATE
300	SPMD 2000-C	21-Nov-2000
302	SPMD 2001-A	28-Feb-2001
305	SPMD 2001-B	28-Jun-2001
307	SPMD 2001-C	6-Nov-2001
312	SPMD 2002-A	4-Apr-2002
320	SPMD 2002-B	30-Sep-2002
321	RAST 2002-A12	27-Sep-2002
322	RAST 2002-A13	30-Oct-2002
323	RAST 2002-A14J	27-Nov-2002
324	RAST 2002-A15	27-Nov-2002
325	RAST 2002-A16	27-Dec-2002
326	RAST 2003-A1	30-Jan-2003
327	RAST 2003-A2	27-Feb-2003
329	RAST 2003-A4	27-Mar-2003
330	RAST 2003-A5	29-Apr-2003
331	RAST 2003-A6	29-May-2003
332	RAST 2003-A8	16-Jun-2003
333	RAST 2003-A7	27-Jun-2003
334	RAST 2003-A9	28-Jul-2003
335	RAST 2003-A10	28-Aug-2003
336	SPMD 2003-A	29-Aug-2003
337	RAST 2003-A11	29-Sep-2003
338	RAST 2003-A12	26-Sep-2003
340	RAST 2003-A13	24-Nov-2003
341	RAST 2003-A14	29-Dec-2003
342	RAST 2003-A15	29-Dec-2003
343	RAST 2004-A1	26-Feb-2004
344	INDYPORT 2004-1	24-Feb-2004
345	RAST 2004-A2	30-Mar-2004
346	INDX 2004-AR1	15-Mar-2004
347	RAST 2004-A3	30-Apr-2004
348	SPMD 2004-A	8-Jun-2004
349	INDX 2004-AR2	4-Jun-2004
401	RAST 2004-A6	28-Jun-2004
402	INDX 2004-AR3	29-Jun-2004
403	INDYMAC 2004-L1	17-Jun-2004
404	INDX 2004-AR4	29-Jun-2004
405	RAST 2004-A4	29-Jun-2004
406	RAST 2004-A5	28-Jun-2004
407	INDX 2004-AR5	5-Aug-2004
408	INDX 2004-AR7	30-Aug-2004
409	RAST 2004-A7	30-Aug-2004
410	INDX 2004-AR6	31-Aug-2004
412	INDX 2004-AR8	23-Sep-2004

	413 INDX 2004-AR9	30-Sep-2004	
	414 INDX 2004-AR10	30-Sep-2004	
4	415 RAST 2004-A8	29-Sep-2004	
4	416 SPMD 2004-B	30-Sep-2004	
4	417 RAST 2004-A9	28-Oct-2004	
4	118 INDX 2004-AR12	5-Nov-2004	
4	419 INDX 2004-AR11	30-Nov-2004	
4	120 INDX 2004-AR13	29-Nov-2004	
4	121 INDX 2004-AR14	6-Dec-2004	•
4	122 SPMD 2004-C	13-Dec-2004	
4	RAST 2004-1P2	17-Dec-2004	
4	124 LOT LOAN 2004-L.	H1 22-Dec-2004	
6	ind 2004-Ar15	29-Dec-2004	
6	02 RAST 2004-A10	29-Dec-2004	
6	03 INDX 2005-AR1	28-Jan-2005	
6	04 INDX 2005-AR2	27-Jan-2005	
6	05 RAST 2005-A2	28-Jan-2005	
6	06 INDX 2005-AR4	7-Feb-2005	
6	07 INDX 2005-AR3	25-Feb-2005	
6	08 RAST 2005-A1	25-Feb-2005	
60	09 NABS 2005 A	11-Mar-2005	
6	10 INDX 2005-AR6	18-Mar-2005	
6	II RAST 2005-A4	30-Mar-2005	
6	12 RAST 2005-A3	30-Mar-2005	
61	13 INDX 2005-AR5	30-Mar-2005	
61	14 RAST 2005 A5	25-Apr-2005	
61	I5 INDX 2005-AR7	28-Apr-2005	
61		28-Apr-2005	
61	7 INDX 2005-AR10	6-May-2005	
61		27-May-2005	
61		27-May-2005 27-May-2005	
62	0 INDX 2005-AR9	27-May-2005	
62	2 INDX 2005 AR12	6-Jun-2005	
62	3 LOT LOANS 2005-L	l 14-Jun-2005	
62	4 INABS 2005-B	17-Jun-2005	
62		29-Jun-2005	
620		29-Jun-2005	
62		29-Jun-2005	
628		29-Jun-2005	•
629	· · · · · ·	29-Jun-2005	
630		11-Jul-2005	
631		29-Jul-2005	
632		29-Jul-2005	
633		31-Aug-2005	
634		30-Aug-2005	
635		30-Aug-2005	
636		7-Sep-2005	
637		29-Sep-2005	
638		16-Sep-2005	
639		21-Sep-2005	
640		29-Sep-2005	
641	· -	29-Sep-2005	
642		28-Sep-2005	
643		28-Sep-2005	
644		29-Sep-2005	
645		28-Oct-2005	
646	INDX 2005-AR27	28-Oct-2005	

647	INDX 2005-AR25	31-Oct-2005
648	INDX 2005-AR29	30-Nov-2005
649	INDX 2005-AR31	29-Nov-2005
650	INDA 2005-AR2	29-Nov-2005
651	INABS 2006-A	9-Feb-2006
652	RAST 2006-A1	27-Feb-2006
653	INABS 2005-D	30-Dec-2005
654	LOT LOANS 2005-L3	16-Dec-2005
655	INDX 2005-AR33	29-Dec-2005
656	RAST 2005 A15	29-Dec-2005
657	RAST 2005 A16	29-Dec-2005
658	INDX 2005-AR35	29-Dec-2005
659	INDX 2006-AR2	28-Feb-2006
660	INDX 2006-AR3	28-Feb-2006
661	INAB\$ 2006-B	14-Mar-2006
662	Lot Loans 2006-L1	17-Mar-2006
663	RAST 2006-A2	30-Mar-2006
664	RAST 2006-A4	30-Mar-2006
665	INDX 2006-AR4	31-Mar-2006
666	INDX 2006-AR5	30-Mar-2006
667	INDX 2006-AR7	30-Mar-2006
668	RAST 2006-A3	30-Mar-2006
669	INDX 2006-AR9	27-Apr-2006
670	RAST 2006 A5	27-Apr-2006
671	INDS 2006-1	27-Apr-2006
672	INDX 2006 AR6	28-Apr-2006
673	INDX 2006-AR11	27-Apr-2006
674	INDX 2006-AR13	30-May-2006
675	RAST 2006-A6	30-May-2006
676	INDX 2006-AR8	31-May-2006
677	INABS 2006-C	15-Jun-2006
678	INDS 2006-L2	15-Jun-2006
679	INDS 2006-A	22-May-2006
680	INDX 2006-AR15	30-May-2006
681	RAST 2006-A7 CB	30-May-2006
683	INABS 2006-D	13-Sep-2006
684	RAST 2006-A8	28-Jun-2006
685	INDX 2006-AR21	28-Jun-2006
686	INDA 2006-AR1	29-Jun-2006
		29-3411-2006
688	INDX 2006-AR19	29-Jun-2006
690	INDB 2006-1	29-Jun-2006
693	RAST 2006-A9CB	27-Jul-2006
694	RAST 2006-A10	27-Jul-2006 27-Jul-2006
695	INDX 2006-AR23	28-Jul-2006
696	INDX 2006-AR12	
697	INDX 2006-AR25	27-Jul-2006
698	RAST 2006-A11	28-Jul-2006
699	INDA 2006-AR2	29-Aug-2006
6001	INDX 2006-AR27	30-Aug-2006
6002	LOT LOAN 2006-L3	30-Aug-2006
6003	RAST 2006-A12	25-Sep-2006
6004	INDX 2006-AR31	27-Sep-2006
6006	RAST 2006-A13	27-Sep-2006
6007	INDA 2006-AR3	27-Oct-2006
6008	RAST 2006-AI4 CB	30-Oct-2006
6009	INDX 2006-AR14	3-Nov-2006
0007	413A 2000-AK 14	31-Oct-2006

6011	INDX 2006-AR29	38.0 2007	
6012		28-Sep-2006	
6013		28-Sep-2006	
6014		28-Nov-2006	
6015		29-Nov-2006	
	1115 X 2000-AK33	29-Nov-2006	
6018	INABS 2006-E	8-Dec-2006	
6019	LOT LOAN 2006-L4		
6020	INDX 2006-AR39	21-Dec-2006	
6021	INDX 2006-AR37	28-Dec-2006	
6022	RAST 2006-A16	28-Dec-2006 28-Dec-2006	
6023	INDX 2006-AR41	28-Dec-2006	
6027	INDA 2007-AR I	30-Jan-2007	
6028	RAST 2007-A1	30-Jan-2007 30-Jan-2007	
6029	INDX 2007-FLX1		
		31-Jan-2007	
6032	INDX 2007-AR1	27-Feb-2007	
6033	INDX 2007-FLX2	28-Feb-2007	
6034	RAST 2007-A2	27-Feb-2007	
6035	RAST 2007-A3	27-Feb-2007	
6031	INABS 2007-A	13-Mar-2007	
6024	INDS 2007-2	22-Mar-2007	
6037	RMBT 2007-L1	27-Mar-2007	
6040	RAST 2007-A5	29-Mar-2007	
6038	INDX 2007-AR5	29-Mar-2007	
6044	INDX 2007-AR7	27-Apr-2007	
6045	NDX 2007-AR9	27-Apr-2007	
6046	INDX 2007-AR11	27-Apr-2007	
6042	INDA 2007-AR2	27-Apr-2007	
6043	INDX 2007-FLX3	30-Apr-2007	
6047	RAST 2007-A6	30-Apr-2007	
6048	IMSC 2007-F1	29-May-2007	
6049 6050	INDX 2007-FLX4	30-May-2007	
6051	INDA 2007-AR3	30-May-2007	
6052	INDX 2007-AR13	30-May-2007	
6053	RAST 2007-A7	30-May-2007	
6056	INABS 2007-B	12-Jun-2007	
6057	INDA 2007-AR4	27-Jun-2007	
6064	INDX 2007-FLX5	27-Jun-2007	
6060	INDX 2007-AR17	27-Jun-2007	
6061	INDX 2007-AR15	28-Jun-2007	
6062	IMSC 2007-AR1	28-Jun-2007	
6063	IMSC 2007-F2	28-Jun-2007	
6058	IMJA 2007-A1 RAST 2007-A8	28-Jun-2007	
6059	IMSC 2007-11QA1	29-Jun-2007	
6065	RAST 2007-HOAT	29-Jun-2007	
6066	IMSC 2007-AR2	26-Jul-2007	
6067	INDA 2007-AR5	30-Jul-2007	
6068	INDX 2007-FLX6	30-Jul-2007	
6069	INDX 2007-I EXG	30-Jul-2007	
6070	INDA 2007-AR6	30-Jul-2007	
6071	IMSC 2007-F3	30-Aug-2007	
6072	IMJA 2007-A2	30-Aug-2007	
6073	IMJA 2007-A2	30-Aug-2007	
6075	INDA 2007-AS	25-Sep-2007	
6054	INDX 2007-AR211P	27-Sep-2007	
0051	1111/ 4007-ARZIIP	05-Nov-2007	

INDA 2007-AR8 6074 6076 INDA 2007-AR9 6077 IMJA 2007-A4

29-Nov-2007 27-Dec-2007 28-Dec-2007