

2009-014828

Klamath County, Oregon



00075676200900148280090099

11/18/2009 02:49:54 PM

Fee: \$77.00



After recording return to:  
First American Title  
1225 Crater Lake Ave.  
Medford OR, 97504

Until a change is requested all tax statements  
shall be sent to the following address:

Christopher D. Thomas  
5645 Denver Ave  
Klamath Falls OR 97603

File No.: 7161-1436972 (JKS)  
Date: October 12, 2009

THIS SPACE RESERVED FOR RECORDER'S USE

### STATUTORY SPECIAL WARRANTY DEED

**U.S. Bank National Association, as Trustee, for CMLT2007<sup>-AMC2</sup>**, Grantor, conveys and specially warrants to **Christopher D. Thomas**, Grantee, the following described real property free of liens and encumbrances created or suffered by the Grantor, except as specifically set forth herein:

**LEGAL DESCRIPTION:** Real property in the County of Klamath, State of Oregon, described as follows:

**PARCEL 1 OF MAJOR PARTITION 49-92, SITUATED IN LOT 14 SUBDIVISION OF BLOCKS 2B AND 3, HOMEDALE, IN THE COUNTY OF KLAMATH, STATE OF OREGON.**

**This property is free from liens and encumbrances, EXCEPT:**

1. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

The true consideration for this conveyance is **\$129,900.00**. (Here comply with requirements of ORS 93.030)

177

APN: R873525

Statutory Special Warranty Deed  
- continued


File No.: 7161-1436972 (JKS)  
Date: 10/12/2009

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, OF 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, OF CHAPTER 424, OREGON LAWS 2007.

Dated this 10 day of Nov., 2009.

U.S. Bank National Association, as Trustee,  
for CMLT2007-AMC2

By: Citi Residential Lending Inc., its  
Attorney in Fact

  
By: Maria Carrillo print  
name here, Authorized Signor

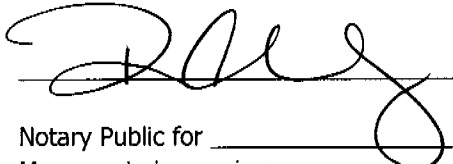
APN: **R873525**

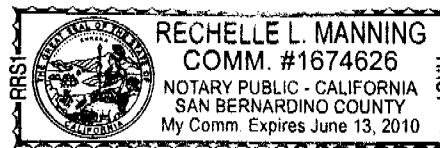
Statutory Special Warranty Deed  
- continued

File No.: **7161-1436972 (JKS)**  
Date: **10/12/2009**

STATE OF CA )  
County of Riverside )ss.

This instrument was acknowledged before me on this 10 day of NOV., 2009  
by Maria Carrillo (print name here) as authorized signor for Citi Residential  
Lending, Inc. as attorney in fact for of U.S. Bank National Association, as Trustee, for CMLT2007, on  
behalf of the corporation.

  
\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My commission expires:





**First American**

**First American Title Insurance Company of Oregon**

**1225 Crater Lake Ave, Ste 101  
Medford, OR 97504  
(541)779-7250 - FAX (866)839-7125**

**AFFIDAVIT  
Existing Construction**

File No: **7161-1436972 (JKS)**

Date: **October 12, 2009**

**STATEMENT UNDER OATH REGARDING POSSESSION AND REPAIRS OR ALTERATIONS**

Given to **First American Title Insurance Company of Oregon** and its duly authorized agent, where the policy is issued by that agent, in consideration of their issuance of a policy or policies of title insurance.

Regarding Property described as:

**LEGAL DESCRIPTION:** Real property in the County of Klamath, State of Oregon, described as follows:

**PARCEL 1 OF MAJOR PARTITION 49-92, SITUATED IN LOT 14 SUBDIVISION OF BLOCKS 2B AND 3, HOMEDALE, IN THE COUNTY OF KLAMATH, STATE OF OREGON.**

UNDER OATH I state:

- A. At this date, there are no parties in possession, or with right to possession or with any future right to possession of the property, or if there are parties in possession identified below, no such party has a right or option to purchase the property, except: \_\_\_\_\_

\_\_\_\_\_. *If None, check here [ ]*.

- B. No repairs or alterations have been made to the property during the 75 days preceding this statement, except: \_\_\_\_\_ *If None, check here [ ]*.

- C. None of the proceeds of this loan are to be used towards the repair, alteration or improvement of the above property.

- D. If a portion of the proceeds of the loan is used to pay for repairs or alterations which have been made on the property within the last 75 days or which are in process, I/We agree as follows:

I/We shall hold **First American Title Insurance Company of Oregon** and our lender harmless and indemnify them against any loss, including, without limitation, attorneys' fees and costs, which either may sustain if any claimant asserts priority over the insured mortgage based upon a lien arising from these repairs or alterations.

- E. I have not purchased on credit, or borrowed against any crops, any fixtures attached to the building and have no knowledge of any security agreement with money still owing on any fixtures attached to the building and I have no knowledge of any financing statements that may affect any vendor's interest in contracts, EXCEPT (list here such purchase made on credit, if any) \_\_\_\_\_

\_\_\_\_\_. *If None, check here [ ]*.

I further agree to indemnify and defend **First American Title Insurance Company of Oregon**, or its agent, and save you harmless from any loss you may sustain as a result of issuing your Policy of Title Insurance based upon the above representations, and agree that, in case you or your insured is named in a suit based upon facts which are inconsistent to the above representations, we will pay, at our own expense, any resulting judgment and all costs and attorneys' fees associated therewith.

U.S. Bank National Association, as Trustee,  
for CMLT2007-AMC2

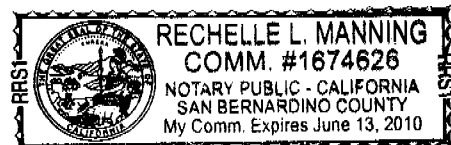
By: Citi Residential Lending Inc., its  
Attorney in Fact

*Maria Camillo*  
By: Maria Camillo print  
name here, Authorized Signor

STATE OF CA )  
County of Riverside )ss.

This instrument was acknowledged before me on this 10 day of NOV., 2009  
by Maria Camillo (print name here) as as authorized signor for Citi Residential Lending, Inc.  
as attorney in fact for of U.S. Bank National Association, as Trustee, for CMLT2007-AMC2, on behalf of  
the corporation.

*[Signature]*  
Notary Public for \_\_\_\_\_  
My commission expires:



After Recording, Please Return To:  
Citi Residential Lending Inc.  
10801 8th Street  
Rancho Cucamonga, CA 91730-5977

### LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that U.S. Bank National Association, 1 Federal Street, 3<sup>rd</sup> Floor, Boston, MA 02110, as Trustee, Indenture Trustee, Indenture Trustee Administrator or Co-Trustee (in each such capacity referred to herein as the "Trustee") pursuant to those Pooling and Servicing Agreements or Indentures (each an "Agreement" and collectively, the "Agreements") by and among U.S. Bank National Association, as Trustee, and Citi Residential Lending Inc., as Servicer or Master Servicer (in each such capacity, together with its respective successors and assigns, referred to herein as the "Servicer"), (regardless of whether such transaction is issued before or after the date of this Limited Power of Attorney), 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 terms and conditions of the Agreements, 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 "Deeds of Trust" respectively) and promissory notes secured thereby (the "Mortgage Notes") for which U.S. Bank National Association is acting as Trustee, (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 the Servicer.

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreements 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.
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/special warranty/quit claim deeds or 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.
- 11. Endorse on behalf of the Trustee all checks, drafts and/or negotiable instruments made payable to the Trustee.

U.S. Bank National Association, as Trustee, 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 July 9, 2008.

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 Agreements, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding in the name of U.S. Bank National Association, as Trustee, except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of the Trustee, 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 Agreements or to allow the Servicer to take any action with respect to the Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreements.

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 solely by reason or result of the exercise by the Servicer of the powers specifically 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 Agreements.

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, except New York General Obligations Law § 5-1401 and § 5-1402.

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, U.S. Bank National Association, 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 9<sup>th</sup> day of July, 2008.

U.S. Bank National Association, as Trustee

By: [Signature]  
Name: James H. Byrnes  
Title: Vice President

Witness: [Signature]  
By: Carol A. Fournier

Witness: [Signature]  
By: Daniela Ortiz

Acknowledged and Agreed  
Citi Residential Lending Inc, as Servicer

By: [Signature]  
Name: **Marla Barajas**  
Title: **Authorized Agent**

STATE OF MASSACHUSETTS  
COUNTY OF SUFFOLK

On July 9, 2008, before me, the undersigned, a Notary Public in and for said State and County, personally appeared James H. Byrnes of U.S. Bank National Association, personally known to me (or 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 executed that same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted and executed the instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

[Signature]  
Piyusha Shirname  
Notary Public, State of Massachusetts  
My commission expires: 07/11/2014

