

2010-007710

Klamath County, Oregon



00086386201000077100080086

06/25/2010 11:29:33 AM

Fee: \$72.00

RECORDING REQUESTED BY:

Chicago Title Insurance Company of Oregon  
16100 NW Cornell Road, Suite 110  
Beaverton, OR 97006

SEND TAX STATEMENTS TO:

Mark A. Moore and Dan J. Morehouse  
5241 Shasta Way

Klamath Falls, OR 97603

AFTER RECORDING RETURN TO:

Mark A. Moore and Dan J. Morehouse  
Same as above

Escrow No: 472510480930JP-34

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**SPECIAL WARRANTY DEED – STATUTORY FORM**

(INDIVIDUAL or CORPORATION)

U.S. Bank, National Association, as Successor Trustee to Bank of America, N.A. as Successor by Merger to LaSalle Bank, N.A., as Trustee for Merrill Lynch First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-1

Grantor, does not represent, warrants and transfers without recourse to

Mark A. Moore and Dan J. Morehouse, as tenants in common, each as to an undivided 1/2

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

interest

SEE ATTACHED LEGAL DESCRIPTION

Property Address: 4816 Summers Lane, Klamath Falls OR 97603

ENCUMBRANCES: See attached "Exhibit A"

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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. 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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

The true consideration for this conveyance is \$55,000.00.

Dated 6/16/10, if a corporate grantor, it has caused its name to be signed by order of its board of directors.

U.S. Bank, National Association, as Successor Trustee to Bank of America, N.A. as Successor by Merger to LaSalle Bank, N.A., as Trustee for Merrill Lynch First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-1

BY: 

Eileen Papariella, Asst VP

*Handwritten signature*

STATE OF  
County of

*PA*  
*Allegheny*

This instrument was acknowledged before me on June 18, 2010 by  
Elison Papanicola, Asst VP of  
Home Loan Services

*Melissa Linn Elliott*  
Notary Public for Allegheny Co PA  
My Commission Expires: 4/15/12  
(SEAL)

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Melissa Linn Elliott, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires April 15, 2012  
Member, Pennsylvania Association of Notaries

#### LEGAL DESCRIPTION

A parcel of land situate in the NE1/4 of the NE1/4 of Section 15, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon being more particularly described as follows:

Beginning at an iron pin on the Westerly right of way line of Summers Lane, which lies South 0°, 10' East along the Section line a distance of 748.7 feet and North 88° 39' West a distance of 30 feet from the iron axle which marks the Northeast corner of Section 15, Township 39 South, Range 9 East of the Willamette Meridian, and running thence; Continuing North 88° 39' West a distance of 275.4 feet to an iron pin; thence South 0° 10' East parallel to the Section line a distance of 78.4 feet to an iron pin; thence South 88° 39' East 275.4 feet to an iron pin on the Westerly right of way line of Summers Lane; thence North 0° 10' West along the Westerly right of way line of Summers Lane a distance of 78.4 feet, more or less, to the point of beginning, being in the NE1/4 of the NE1/4 of Section 15, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

EXHIBIT A

The premises herein described are within and subject to the statutory powers, including the power of assessment and easements of South Suburban Sanitary District.

The premises herein described are within and subject to the statutory powers, including the power of assessment and easements of Klamath County Drainage District.

The premises herein described are within and subject to the statutory powers, including the power of assessment, of The Klamath Project and the Klamath Irrigation District.

Application and Agreement for exemption from payment of assessments;

Dated: September 16, 1988

Recorded: December 1, 1988

Volume: M88, page 20322, Microfilm Records of Klamath County, Oregon

Rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads or highways.

Reservations as set forth in deed from Will Humphrey et ux to A. R. Oglethorpe et ux, recorded February 18, 1944, in Volume 162 at page 378, Deed Records of Klamath County, Oregon, as follows:

"Subject, however, to an easement for ditches and/or pipe lines to convey water for irrigation and domestic use for the benefit of adjoining property owners."

VJD

## LIMITED POWER OF ATTORNEY

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO  
HOME LOAN SERVICES, INC.  
150 ALLEGHENY CENTER REO  
PITTSBURGH, PA 15212  
Attn: Mary Fran Felion

KNOW ALL MEN BY THESE PRESENTS, that U. S. Bank National Association, as successor trustee to Bank of America, N. A., as successor by merger to LaSalle Bank N.A., effective March 31, 2009, having its principal place of business at 60 Livingston Avenue, Saint Paul, MN 55107 as Trustee (the "Trustee") pursuant to the Pooling and Servicing Agreements listed in Exhibit A (the "PSA") among Merrill Lynch Mortgage Investors, Inc. (the "Depositor"), Home Loan Services, Inc., (the "Servicer"), and the Trustee, hereby constitutes, appoints, and reaffirms 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 PSA and effective as of the date thereof, 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 PSA.

This appointment shall apply to the following enumerated transactions only:

1. 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.
2. 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 (REO), or conveyance of title to real estate owned (REO).
4. The completion of loan modification agreements or 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.

*Klamath Co. or*

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 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.
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 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.

Servicer hereby agrees to indemnify and hold U.S. Bank National Association, as 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 the exercise by the Servicer of the powers specifically granted to it under the related servicing agreements. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the related servicing agreements or the earlier resignation or removal of U.S. Bank National Association, as Trustee under the related

servicing agreements. Notwithstanding anything in this paragraph to the contrary, this Limited Power of Attorney shall not in any way add to nor limit the respective rights, remedies, or obligations of the parties to the applicable servicing agreements referenced in Exhibit "A," including, but not limited to, any indemnification provision contained in such servicing agreements.

IN WITNESS WHEREOF, U. S. Bank National Association as successor trustee to Bank of America, N. A., as successor by merger to LaSalle Bank N. A., effective from April 1, 2008, as Trustee pursuant to the Pooling and Servicing Agreements among the Depositor, the Servicer, and the 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 12th day of May, 2009.

Witness my hand and seal this 12th day of May, 2009.

(SEAL) NO CORPORATE SEAL

U. S. Bank National Association as successor Trustee to Bank of America, N. A., as successor by merger to LaSalle Bank N. A. as Trustee to the Pooling and Servicing Agreements listed in Exhibit A.

Derek Klein  
Derek Klein  
Brian Giel  
Brian Giel

By: Charles F. Pedersen  
Name: Charles F. Pedersen  
Title: Vice President

STATE OF MINNESOTA

COUNTY OF RAMSEY

On May 12th, 2009, before me, Trisha L. Willett, a Notary Public in and for said state, personally appeared Charles F. Pedersen, Vice President of U.S. Bank National Association, a national banking association, 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.

WITNESS my hand and official seal.  
(SEAL)

Trisha L. Willett  
Notary Public

My Commission Expires January 31, 2012



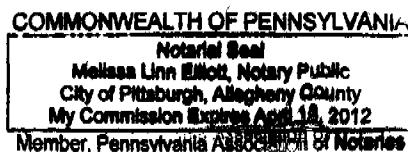
Commonwealth of PA  
Allegheny County

Certified **TRUE COPY** of the original per Sec. 12.1 (b)  
The Notary Public Law.

Melissa Linn Elliott  
Notary Public

Dated:

6/18/10



**Exhibit A**  
(list of Pooling and Servicing Agreements effective April 1, 2009)

735 (2006-FF18) EIN 37-1534673	U. S. Bank, National Association, as successor trustee to Bank of America, N. A. as successor by merger to LaSalle Bank N. A. , as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-FF18	Dated: December 1, 2006
736 (2006 - FF1) EIN 36-4600620	U. S. Bank, National Association, as successor trustee to Bank of America, N. A. as successor by merger to LaSalle Bank N. A. , as Trustee for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-FF1	Dated: December 1, 2006
738 (2007 - FF1) EIN 20-8452422	U. S. Bank, National Association, as successor trustee to Bank of America, N. A. as successor by merger to LaSalle Bank N. A. , as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF1	Dated: January 1, 2007
739 (2007 - FFA) EIN 43-2118760	U. S. Bank, National Association, as successor trustee to Bank of America, N. A. as successor by merger to LaSalle Bank N. A. , as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FFA	Date: January 1, 2007
740 (2007-FF2) EIN 61-1523322	U. S. Bank, National Association, as successor trustee to Bank of America, N. A. as successor by merger to LaSalle Bank N. A. , as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2	Date: February 1, 2007
741 (2007-1) EIN 30-0447334	U. S. Bank, National Association, as successor trustee to Bank of America, N. A. as successor by merger to LaSalle Bank N. A. , as Trustee for Merrill Lynch First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-1	Date: March 1, 2007
743 (2007-2) EIN 30-0447339	U. S. Bank, National Association, as successor trustee to Bank of America, N. A. as successor by merger to LaSalle Bank N. A. , as Trustee for Merrill Lynch First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-2	Date: April 1, 2007
744 (2007-3) EIN 35-2313753	U. S. Bank, National Association, as successor trustee to Bank of America, N. A. as successor by merger to LaSalle Bank N. A. , as Trustee for Merrill Lynch First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-3	Dated: May 1, 2007
745 (2007-FFC) EIN 37-1553855	U. S. Bank, National Association, as successor trustee to Bank of America, N. A. as successor by merger to LaSalle Bank N. A. , as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FFC	Date: May 1, 2007
746 (2007-4) EIN 35-2313740	U. S. Bank, National Association, as successor trustee to Bank of America, N. A. as successor by merger to LaSalle Bank N. A. , as Trustee for Merrill Lynch First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-4	Date: June 1, 2007
747 (2007-A) FIN 37-1553834	U. S. Bank, National Association, as successor trustee to Bank of America, N. A. as successor by merger to LaSalle Bank N. A. , as Trustee for Merrill Lynch First Franklin Mortgage Loan Trust, Series 2007-A Mortgage Loan Asset-Backed Certificates	Date: August 1, 2007
748 (2007-5) EIN 35-2313724	U. S. Bank, National Association, as successor trustee to Bank of America, N. A. as successor by merger to LaSalle Bank N. A. , as Trustee for Merrill Lynch First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-5	Date: September 1, 2007
749 (2007-H1) EIN 37-1553840	U. S. Bank, National Association, as successor trustee to Bank of America, N. A. as successor by merger to LaSalle Bank N. A. , as Trustee for Merrill Lynch First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-H1	Date: September 1, 2007