lasalle bank/BATES

Indexing Instructions:
LOT 10, CHICKASAW HEIGHTS, S/D, SECTION 23, T1S, R7W, DESOTO COUNTY MS

3/10/08 12:47:34
BK 580 PG 71
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **LaSalle Bank National Association, as Trustee for Certificateholders of Bear Stearns Asset Backed Securities I LLC, Asset-Backed Certificates, Series 2007-HE3**, does hereby grant, bargain, sell, convey and specially warrant unto **TYRONE BATES AND JACQUELINE BATES/TURNER, AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON**, the following described land lying and being situated in DESOTO County, Mississippi, to-wit:

Lot 10, Chickasaw Heights Subdivision, situated in Section 23, Township 1 South, Range 7 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 90, Pages 29-31, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Excepted from the warranty hereof are all restrictive covenants, easements, rights of way and mineral reservations of record affecting the described land and property.

The Grantor promises or covenants to defend title to the property from and against all lawful claims and demands of all persons claiming by, through or under Grantor and none other.

It is agreed and understood that the 2008 taxes have been prorated as of this date on an estimated basis and Grantor will not be responsible for any adjustment of taxes after this date.

File #REO 1835
4905 COLEMAND RD OLIVE BRANCH

Delgado

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IN WITNESS WHEREOF, **LaSalle Bank National Association, as Trustee for Certificateholders of Bear Stearns Asset Backed Securities I LLC, Asset-Backed Certificates, Series 2007-HE3**, has caused this instrument to be signed in its name by its undersigned officer, on this the 20th day of Feb, 2008

Susan F. Christy
Vice President

LaSalle Bank National Association, as Trustee for Certificateholders of Bear Stearns Asset Backed Securities I LLC, Asset-Backed Certificates, Series 2007-HE3

BY: Susan F. Christy
Vice President

ITS: EMC MORTGAGE CORPORATION
as Attorney in Fact

EMC MORTGAGE CORPORATION CORPORATE SEAL 1990 DELAWARE

STATE OF Texas

COUNTY OF Denton

PERSONALLY appeared before me, the undersigned authority in and for the above mentioned county and state, Susan F. Christy, personally known to me to be the Vice Pres., of the within named EMC MORTGAGE CORPORATION as Attorney in Fact LaSalle Bank National Association, as Trustee for Certificateholders of Bear Stearns Asset Backed Securities I LLC, Asset-Backed Certificates, Series 2007-HE3, who acknowledged that __he signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, for and on behalf of said entity being so authorized to do in the premises.

WITNESS MY SIGNATURE AND OFFICIAL SEAL, this the 20 day of Feb 2008.

Linda Penney
NOTARY PUBLIC

LINDA PENNEY
Notary Public, State of Texas
My Commission Expires 10-31-2010

My Commission Expires:

Grantor: 2780 Lake Vista Dr Lewisville TX 75067
PHONE: 972-444-2860

Grantee: 4905 Coleman Rd., Olive Branch, MS 38654
PHONE: ~~(601)~~ 901-833-6380
Work: N.A.

PREPARED BY ~~AND RETURN TO~~:
ADAMS & EDENS, P.A.
2001 CREEK COVE
BRANDON, MS 39042
(601) 825-9508
601-825-0022

Return to:
Delgado Law Firm, PLLC
5779 Getwell Road, Bldg, D, Suite 5
Southaven, MS 38672 662-536-2120
File #REO 1835

4905 COLEMAND RD OLIVE BRANCH

Prepared by EMC Mortgage Corporation.
When recorded return to:
EMC Mortgage Corporation
Attn: Collateral Management
2780 Lake Vista Drive
Lewisville, TX 75067-3884
972/444-2800

ADAMS & EDENS
P. O. BOX 400
BRANDON, MS 39043

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that LaSalle Bank National Association, a national banking association organized and existing under the laws of the United States and having its principal place of business at 135 South LaSalle Street, Suite 1625, Chicago, Illinois, 60603, as Trustee (the "Trustee") pursuant to a Pooling and Servicing Agreement, dated March 1, 2007, (the "Agreement") by and among EMC Mortgage Corporation, a Delaware Corporation as Seller and Master Servicer ("EMC") and LaSalle Bank National Association, as Trustee hereby constitutes and appoints EMC, by and through EMC'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 EMC 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 "Deeds of Trust" respectively), retail installment contracts ("other security instruments") and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various Certificateholders for Bear Stearns Asset Backed Securities I LLC, Asset-Backed Certificates, Series 2007-HE3 (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/or assignment of the Mortgage or Deed of Trust) and for which EMC is servicing.

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreement shall be construed to the contrary:

1. The modification or re-recording of a Mortgage or Deed of Trust, or re-titling of other security instruments, where said modification, re-recording or re-titling is being done solely for the purpose of correcting the Mortgage, Deed of Trust or other security instruments 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, re-recording, or re-titling in either instance, does not adversely affect the lien position of the Mortgage, Deed of Trust or other security instruments as insured and (ii) otherwise conforms to the provision 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, and recordation of same (if necessary).
5. The full or partial satisfaction/release of a Mortgage or Deed of Trust or full or partial conveyance upon payment and discharge of the necessary limitation, cancellation of the related Mortgage Note.
6. The assignment of any Mortgage, Deed of Trust or other security instrument 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, Deed of Trust or other security instrument 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 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 paragraph 8.a. through 8. e. above.
9. With respect to other security instruments the power to:
   a. Perform any other necessary acts of foreclosure and/or eviction.
10. With respect to the sale of real 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 real property.
11. The modification or amendment of escrow agreements established for repairs to the mortgaged property.
12. The endorsement of loss drafts or other checks that are necessary to effectuate proper servicing of the loan.
13. When requested by the Trustee, respond to litigation complaints, naming the Trustee as a defendant. Trustee will be apprised of potential litigation by Master Servicer as soon as commercially reasonable.

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 the Limited Power of Attorney shall be effective as of March 1, 2007.

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 or attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by EMC to the Trustee under the Agreement, or (ii) be construed to grant EMC the power to initiate or defend any suit, litigation or proceeding brought against LaSalle Bank National Association as Trustee for the applicable trust, except as specifically provided for herein. If EMC receives any notice of suit, litigation or proceeding in the name of LaSalle Bank National Association as Trustee, then EMC shall forward a copy of same to the Trustee within a reasonable period of time.

This Limited Power of Attorney is not intended to extend the powers granted to EMC under the Agreement or to allow EMC to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreement. Notwithstanding anything contained herein to the contrary, EMC Mortgage Corporation shall not, without the Trustee's written consent, and such consent shall not be unreasonably withheld: (i) initiate any action, suit or proceeding directly relating to the servicing of a Mortgage Loan solely under the Trustee's name without indicating EMC in its applicable, representative capacity, so long as the jurisdictional and procedural rules will allow for this insertion to occur, (ii) 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 or any Mortgage Loan Seller for breaches of representations and warranties) solely under the Trustee's name, (iii) 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 or any Mortgage Loan Seller for breaches of representations and warranties), or (iv) prepare, execute or deliver any government filings, forms, permits, registrations or other documents or take any action with the intent to cause, and that actually causes, the Trustee to be registered to do business in any state.

EMC 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 EMC 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 under the Agreement.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of Illinois, 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, LaSalle 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 14th day of May, 2007.

LaSalle Bank National Association,
a national banking association,
solely in its capacity as Trustee

By: _____
Name: Andy Streepey
Title: Assistant Vice President

Attest: _____
Name: Megan Novak
Title: Trust Officer

Witness: _____
Printed Name: Patrick Kubik

{Corporate Seal}

Witness: _____
Printed Name: Maggie Foiles

Acknowledged and Agreed
EMC Mortgage Corporation

By: _____
Name: Susan F. Christy
Title: Vice President

STATE OF ILLINOIS
COUNTY OF COOK

On May 14, 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Andy Streepey, Assistant Vice President of LaSalle Bank National Association, as Trustee for Bear Stearns Asset Backed Securities I LLC, Asset-Backed Certificates, Series 2007-HE3 personally known to me to be the person whose name is subscribed to the within instrument and acknowledge 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)

"OFFICIAL SEAL"
CHRISTINE M. ORSI
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 05/05/2010

_____
Notary Public, State of Illinois

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