

Exhibit J

STRUCTURED ASSET MORTGAGE INVESTMENTS II INC.,
DEPOSITOR

CITIBANK, N.A.,
TRUSTEE

WELLS FARGO BANK, N.A.,
SECURITIES ADMINISTRATOR

and

EMC MORTGAGE CORPORATION,
SELLER AND MASTER SERVICER

POOLING AND SERVICING AGREEMENT

Dated as of February 1, 2007

Structured Asset Mortgage Investments II Inc.
Bear Stearns ARM Trust, Mortgage Pass-Through Certificates

Series 2007-1

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EXHIBITS

Exhibit A-1 - Form of Class A Certificates and Class X Certificates

Exhibit A-2 - Form of Class B Certificates

Exhibit A-3 - Form of Class R Certificates

Exhibit B - Mortgage Loan Schedule

Exhibit C - [Reserved]

Exhibit D-1 - Request for Release of Documents – Wells Fargo

Exhibit D-2 - Request for Release of Documents – Treasury Bank

Exhibit E - Form of Transferee Affidavit and Agreement pursuant to Section
860E(e)(4)

Exhibit F-1 - Form of Investment Letter

Exhibit F-2 - Form of Rule 144A and Related Matters Certificate

Exhibit G-1 - Form of Wells Fargo Custodial Agreement

Exhibit G-2 - Form of Treasury Bank Custodial Agreement

Exhibit H-1 - Countrywide Servicing Agreements

Exhibit H-2 - HSBC Servicing Agreement

Exhibit H-3 - Mid-America Servicing Agreement

Exhibit H-4 - Wells Fargo Servicing Agreement

Exhibit I-1 - Countrywide Assignment Agreement

Exhibit I-2 - HSBC Assignment Agreement

Exhibit I-3 - Mid-America Assignment Agreement

Exhibit I-4 - Wells Fargo Assignment Agreement

- Exhibit J - Mortgage Loan Purchase Agreement
- Exhibit K - [Reserved]
- Exhibit L - Form of Back-Up Certification
- Exhibit M - Servicing Criteria to Be Addressed in Assessment of Compliance
- Exhibit N - Form 10-D, Form 8-K and Form 10-K Reporting Responsibility
- Exhibit O - Additional Disclosure Notification

(d) In the case of an amendment under Subsection 12.02(b) above, it shall not be necessary for the Certificateholders to approve the particular form of such an amendment. Rather, it shall be sufficient if the Certificateholders approve the substance of the amendment. The manner of obtaining such consents and of evidencing the authorization of the execution thereof by Certificateholders shall be subject to such reasonable regulations as the Trustee may prescribe.

(e) Prior to the execution of any amendment to this Agreement, the Trustee and the Securities Administrator shall be entitled to receive and rely upon an Opinion of Counsel addressed to the Trustee and the Securities Administrator stating that the execution of such amendment is authorized or permitted by this Agreement and that all conditions precedent to such amendment have been satisfied. The Trustee and the Securities Administrator may, but shall not be obligated to, enter into any such amendment which affects the Trustee's or the Securities Administrator's own respective rights, duties or immunities under this Agreement.

Section 12.03 Recordation of Agreement.

To the extent permitted by applicable law, this Agreement is subject to recordation in all appropriate public offices for real property records in all the counties or other comparable jurisdictions in which any or all of the Mortgaged Properties are situated, and in any other appropriate public recording office or elsewhere. The Depositor shall effect such recordation, at the expense of the Trust upon the request in writing of a Certificateholder, but only if such direction is accompanied by an Opinion of Counsel (provided at the expense of the Certificateholder requesting recordation) to the effect that such recordation would materially and beneficially affect the interests of the Certificateholders or is required by law.

Section 12.04 Limitation on Rights of Certificateholders.

(a) The death or incapacity of any Certificateholder shall not terminate this Agreement or the Trust, nor entitle such Certificateholder's legal representatives or heirs to claim an accounting or to take any action or proceeding in any court for a partition or winding up of the Trust, nor otherwise affect the rights, obligations and liabilities of the parties hereto or any of them.

(b) Except as expressly provided in this Agreement, no Certificateholders shall have any right to vote or in any manner otherwise control the operation and management of the Trust, or the obligations of the parties hereto, nor shall anything herein set forth, or contained in the terms of the Certificates, be construed so as to establish the Certificateholders from time to time as partners or members of an association; nor shall any Certificateholders be under any liability to any third Person by reason of any action taken by the parties to this Agreement pursuant to any provision hereof.

(c) No Certificateholder shall have any right by virtue of any provision of this Agreement to institute any suit, action or proceeding in equity or at law upon, under or with respect to this Agreement against the Depositor, the Securities Administrator, the Master Servicer or any successor to any such parties unless (i) such Certificateholder previously shall

have given to the Trustee a written notice of a continuing default, as herein provided, (ii) the Holders of Certificates evidencing Fractional Undivided Interests aggregating not less than 51% of the Trust Fund shall have made written request upon the Trustee to institute such action, suit or proceeding in its own name as Trustee hereunder and shall have offered to the Trustee such reasonable indemnity as it may require against the costs and expenses and liabilities to be incurred therein or thereby, and (iii) the Trustee, for 60 days after its receipt of such notice, request and offer of indemnity, shall have neglected or refused to institute any such action, suit or proceeding.

(d) No one or more Certificateholders shall have any right by virtue of any provision of this Agreement to affect the rights of any other Certificateholders or to obtain or seek to obtain priority or preference over any other such Certificateholder, or to enforce any right under this Agreement, except in the manner herein provided and for the equal, ratable and common benefit of all Certificateholders. For the protection and enforcement of the provisions of this Section 12.04, each and every Certificateholder and the Trustee shall be entitled to such relief as can be given either at law or in equity.

Section 12.05 Acts of Certificateholders.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Agreement to be given or taken by Certificateholders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Certificateholders in person or by an agent duly appointed in writing. Except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee and, where it is expressly required, to the Depositor. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Agreement and conclusive in favor of the Trustee and the Depositor, if made in the manner provided in this Section 12.05.

(b) The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by a certificate of a notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Where such execution is by a signer acting in a capacity other than his or her individual capacity, such certificate or affidavit shall also constitute sufficient proof of his or her authority. The fact and date of the execution of any such instrument or writing, or the authority of the individual executing the same, may also be proved in any other manner which the Trustee deems sufficient.

(c) The ownership of Certificates (notwithstanding any notation of ownership or other writing on such Certificates, except an endorsement in accordance with Section 5.02 made on a Certificate presented in accordance with Section 5.04) shall be proved by the Certificate Register, and neither the Trustee, the Securities Administrator, the Depositor, the Master Servicer nor any successor to any such parties shall be affected by any notice to the contrary.

IN WITNESS WHEREOF, the Depositor, the Trustee, the Master Servicer and the Securities Administrator have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the day and year first above written.

STRUCTURED ASSET MORTGAGE
INVESTMENTS II INC., as Depositor

By: _____
Name:
Title:

CITIBANK, N.A., as Trustee

Name:
Title:

EMC MORTGAGE CORPORATION,
as Master Servicer and Seller

By: _____
Name:
Title:

WELLS FARGO BANK, N.A., as Securities
Administrator

By: _____
Name:
Title:

Accepted and Agreed as to
Sections 2.01, 2.02, 2.03, 2.04 and 9.09(c)

in its capacity as Seller

EMC MORTGAGE CORPORATION,

By:

Name:

Title:

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 28th day of February 2006 before me, a notary public in and for said State, personally appeared _____, known to me to be a Vice President of Citibank, N.A., the entity that executed the within instrument, and also known to me to be the person who executed it on behalf of said entity, and acknowledged to me that such entity executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day

and year in this certificate first above written.

Notary Public

[Notarial Seal]

STATE OF MARYLAND)
) ss.:
COUNTY OF HOWARD)

On the 28th day of February 2006 before me, a notary public in and for said State, personally appeared _____, known to me to be a Vice President of Wells Fargo Bank, N.A., the entity that executed the within instrument, and also known to me to be the person who executed it on behalf of said entity, and acknowledged to me that such entity executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day

and year in this certificate first above written.

Notary Public

[Notarial Seal]

STATE OF MARYLAND)
) ss.:
COUNTY OF HOWARD)

On the 28th day of February 2006 before me, a notary public in and for said State, personally appeared _____, known to me to be a(n) _____ of Wells Fargo Bank, N.A., the entity that executed the within instrument, and also known to me to be the person who executed it on behalf of said entity, and acknowledged to me that such entity executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public

[Notarial Seal]

STATE OF TEXAS)
) ss.:
COUNTY OF DALLAS)

On the 28th day of February 2006 before me, a notary public in and for said State, personally appeared _____, known to me to be a Senior Vice President of EMC Mortgage Corporation, the corporation that executed the within instrument, and also known to me to be the person who executed it on behalf of said corporation, and acknowledged to me that such corporation executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public

[Notarial Seal]

STATE OF TEXAS)
) ss.:
COUNTY OF DALLAS)

On the 28th day of February 2006 before me, a notary public in and for said State, personally appeared _____, known to me to be a Senior Vice President of EMC Mortgage Corporation, the corporation that executed the within instrument, and also known to me to be the person who executed it on behalf of said corporation, and acknowledged to me that such corporation executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public

[Notarial Seal]