

53955

Vol. 1148 Page 6754

RECORDING REQUESTED BY: FE

PMH MORTGAGE SERVICES

WHEN RECORDED MAIL TO:

PMH MORTGAGE SERVICES  
6000 ATRIUM WAY  
MT. LAUREL, NJ. 08016

98 MAR -2 P 2:56

THIS SPACE FOR RECORDER'S USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(Additional recording fee applies)

ASSIGNMENT OF DEED TRUST

TITLE OF DOCUMENT

20-

6755

RECORD AND RETURN TO:  
 FIRST INTERSTATE RESIDENTIAL MORTGAGE, LLC OF TRUST  
 6000 ATRIUM WAY  
 MT LAUREL, NJ 08054  
 AGENCY POOL#: 374015  
 ID: 570110094

LOAN #: 8954091  
 NAME : LEA  
 STATE OF : OR  
 COUNTY OF: KLAMATH  
 INVESTOR #: 1665629435  
 WELLS #: 0010551224

KNOW ALL MEN BY THESE PRESENTS, THAT FIRST INTERSTATE RESIDENTIAL MORTGAGE, LLC 6000 ATRIUM WAY, MT LAUREL, NEW JERSEY, A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ARIZONA FOR VALUABLE CONSIDERATION, THE RECEIPT OF WHICH HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, ASSIGN, AND TRANSFER TO:

WELLS FARGO BANK, N.A.  
 401 WEST 24TH STREET  
 NATIONAL CITY, CA 91950

THAT CERTAIN PROMISSORY NOTE AND DEED OF TRUST DESCRIBED AS FOLLOWS:  
 NOTE AND DEED OF TRUST DATED: 97/03/10  
 AMOUNT: \$31,700.00 EXECUTED BY: CATHERINE M. LEA

CLERKS FILE OR INSTRUMENT NO: 35262 RECORDED DATE: 970401  
 BOOK: VOLUME: M97 PAGE: 9503  
 ADDRESS: 1824 PORTLAND STREET KLAMATH FALLS OR 97601  
 DESCRIBING LAND THEREIN AS DESCRIBED IN DEED OF TRUST REFERRED TO HEREIN.

TOGETHER WITH THE NOTE THEREIN OR REFERRED TO, THE MONEY DUE AND TO BECOME DUE THEREON WITH INTEREST AND ALL RIGHTS ACCRUED OR TO ACCRUE UNDER SAID DEED OF TRUST FIRST INTERSTATE RESIDENTIAL MORTGAGE, LLC.  
 DATED: 01/22/98 6000 ATRIUM WAY  
 MT LAUREL, NJ 08054

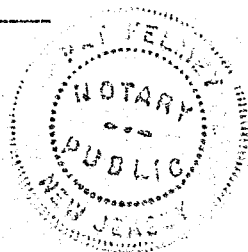
WITNESSED BY: Belinda Bennett  
 BELINDA BENNETT

PREPARED BY: Heather Pollock  
 HEATHER POLLOCK  
 6000 ATRIUM WAY  
 MT LAUREL, NJ 08054

BY: Kariann Moore  
 KARIANN MOORE  
 AUTHORIZED SIGNER  
Linda Belsito  
 LINDA BELSITO  
 AUTHORIZED SIGNER

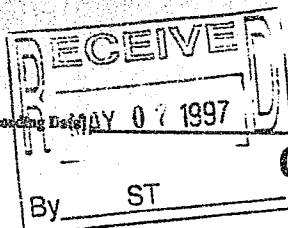
STATE OF NEW JERSEY, COUNTY OF BURLINGTON  
 ON 01/22/98, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED KARIANN MOORE AND LINDA BELSITO PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE AUTHORIZED SIGNERS OF THE LIMITED LIABILITY COMPANY THAT EXECUTED THE WITHIN INSTRUMENT, ON BEHALF OF THE COMPANY THEREIN NAMED, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE WITHIN INSTRUMENT PURSUANT TO ITS BY-LAWS OR RESOLUTION OF ITS BOARD OF DIRECTORS. WITNESS MY HAND AND AND OFFICIAL SEAL IN THE STATE AND COUNTY LAST AFORESAID.

PAT FELNEY  
 NOTARY PUBLIC OF NEW JERSEY  
 MY COMMISSION EXPIRES 04/19/1998



LOAN NUMBER: 8954091  
100  
370116894

K-50246



ORIGINAL

## DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on MARCH 10TH, 1997. The grantor is CATHERINE M. LEA, CHARLES GARCIA, EDNA M. GARCIA ("Borrower"). The Trustee is FIRST AMERICAN TITLE INSURANCE CO. ("Trustee"). The Beneficiary is FIRST INTERSTATE RESIDENTIAL MORTGAGE, L.L.C., which is organized and existing under the laws of ARIZONA, and whose address is 6000 ATRIUM WAY, MT. LAUREL, NEW JERSEY 08054 ("Lender"). Borrower owes Lender the principal sum of THIRTY ONE THOUSAND SEVEN HUNDRED AND 00/100 Dollars (U.S. \$ 31,700.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 01ST 2027. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in KLAMATH County, Oregon:

BEING MORE PARTICULARLY DESCRIBED ACCORDING TO A LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

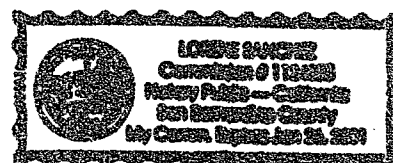
BEING COMMONLY KNOWN AS 1824 PORTLAND STREET.

BEING THE SAME PREMISES CONVEYED TO Edna and Charles Garcia, a married couple BY DEED DATED \_\_\_\_\_ AND RECORDED IN THE KLAMATH COUNTY RECORDER'S OFFICE IN DEED BOOK 1197 PAGE 4501. THIS IS A FIRST AND PARAMOUNT MORTGAGE LIEN ON THE ABOVE DESCRIBED PREMISES.

PREPARED BY: Margaret M. Ioimo  
MARGARET M. IOIMO

Charles Garcia  
Charles Garcia

Edna M. Garcia  
Edna M. Garcia



The Easterly 33 1/3 feet of Lot 10, Block 28, HOT SPRINGS ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

which has the address of 1824 PORTLAND STREET KLAMATH FALLS Oregon 97601 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of PHH Mortgage the 2nd day of March A.D., 19 98 at 2:56 o'clock P. M., and duly recorded in Vol. M98 of Mortgages on Page 6754.

FEE \$20.00

Bernetha G. Letsch, County Clerk  
By Kathleen Ross