

Loan #: 0003300944
 Name: HESTORFF
 State of: OR
 County of: KLAMATH

Investor #: 191921956
 Min #: 100020000033009444
 Agency Pool #: 501895
 ID #: 800120094

Assignment of Deed of Trust

Know all men by these presence, that *Cendant Mortgage Corporation, 6000 Atrium Way, Mt. Laurel, NJ 08054, a Corporation existing under the laws of the State of New Jersey, for valuable consideration, the receipt of which hereby acknowledged, does hereby grant, bargain, sell, assign and transfer to:

Mortgage Electronic Registration Systems, Inc.
 as Nominee for Homeside Lending Inc., its successors and assigns
 P.O. Box 2026
 Flint, Michigan 48501-2026
 Mers Phone: 1-888-679-6377

That Deed of Trust described as follows:

Deed of Trust Dated: 07/26/99

Amount: \$115,000. Executed by: CHLOE E HESTORFF

Clerks file or instrument no: Recorded Date: 07/26/99

Book: Volume: M99 Page: 29736

Address: 1110LYNNEWOOD BLVD, KLAMATH FALLS, OR 97603

Describing land therein described in Deed of Trust referred to herein & all rights accrued or to accrue under said Deed of Trust.

***Formerly Doing Business as PHH Mortgage Services Corporation**

Dated: 03/10/2000

Witnessed by:

Debbie Prewitt
 Debbie Prewitt

*Cendant Mortgage Corporation

6000 Atrium Way
 Mt. Laurel, NJ 08054

By:

Melissa Siegel
 Melissa Siegel
 Assistant Vice President

Prepared by:

Tina Hendron
 Tina Hendron
 *Cendant Mortgage Corporation
 6000 Atrium Way
 Mt. Laurel, NJ 08054

Karey Brydges
 Karey Brydges
 Assistant Secretary

State of New Jersey, County of Burlington,

On 03/10/2000, before me, the undersigned, a notary public in and for said State and County, personally appeared Melissa Siegel and Karey Brydges personally known to me or proved to me on the basis of satisfactory evidence to be Assistant Vice President and Assistant Secretary of the corporation that executed the within instrument, on behalf of the corporation therein named, and acknowledged to me that such corporation executed the instrument pursuant to the its by-laws or resolution of its Board of Directors. Witness my hand and official seal in the State and County last aforesaid.

Faith A. Evans
 Notary Public

Faith A. Evans
 Notary Public of New Jersey
 My Commission Expires: 4/21/2003

Record and Return to:

Cendant Mortgage Corporation
 6000 Atrium Way
 P.O. Box 5449
 Mt. Laurel, NJ 08054

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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:

3300944 LOTS 20 AND 21, BLOCK 6, TRACT 1091, LYNNEWOOD Being the same premises conveyed to the mortgagors herein by deed being recorded simultaneously herewith; this being a purchase money mortgage given to secure the purchase price of the above described premises.

which has the address of 1110 LYNNEWOOD BLVD 97601 CH [Street]
KLAMATH FALLS [City], Oregon 97603 [Zip Code] ("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.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.