ASSIGNMENT OF MORTGAGE OR DEED OF TRUST

LOAN # 1094291244

CH 99-₀3

KNOW ALL MEN BY THESE PRESENTS,

That Chase Manhattan Mortgage Corporation, a New Jersey Corporation, located at 343 Thornall Street, Edison, NJ 08837, hereinafter designated as Assignor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents hereby grant, bargain, sell, assign, transfer and set over unto:

Citibank, N.A., As Trustee 111 Wall St., 5th Fl., Zone 2 New York, NY 10043

hereinafter designated as Assignee, all of its rights, title and interest, as holder thereof, in and to the following described lien in the form of a mortgage or deed of trust, the property therein described and the indebtedness thereby secured:

Executed by: BRITTON LOVE, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY

Trustee: ASPEN TITLE CO.

Payable to: EVERGREEN MONEYSOURCE MORTGAGE COMPANY

Bearing date of: JUNE 4, 1999 Amor

Amount Secured: \$33,000.00

Recorded 6/17/99, Book M99 Page 238/8 -

Lot SEE LEGAL DESCRIPTION, Block, County of

County of KLAMATH,

State of OREGON

Property Address: 2242 WHITE AVE., KLAMATH FALLS, OR 97601

Together with the note or obligation described in said lien, endorsed to the Assignee this date, and all moneys due and to become due thereon, with interest.

TO HAVE AND TO HOLD the same unto the Assignee and to the successors, legal representatives and assigns of the Assignee forever, and the Assignor hereby constitutes and appoints said Assignee its attorney irrevocable to collect and receive said debt, and to foreclose, enforce, and satisfy said lien the same as it might or could have done were these presents not executed, but at the cost and expense of the Assignee, subject however to the right and equity of redemption, if any there be, of the maker(s) of the mortgage or deed of trust hereinabove described.

IN WITNESS WHEREOF, the Assignor herein has duly executed this assignment this 25TH day of AUGUST 1999.

Chase Manhattan Mortgage Corporation a New Jersey, Corporation.

ATTEST:

Merline P. Bolden, Assistant Treasurer

Debra Mitchell, Assistant Treasurer

SEAL VERSET NOT

STATE OF FLORIDA, COUNTY OF HILLSBOROUGH, SS:

I, Henry Gonzalez, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Merline P. Bolden, personally known to me to be the Assistant Treasurer of Chase Manhattan Mortgage Corporation, a New Jersey Corporation, who resides at 343 Thornall Street, Edison, NJ 08837, and Debra Mitchell, known to me to be the Assistant Treasurer of said corporation, who resides at 343 Thornall Street, Edison, NJ 08837, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Assistant Treasurer and Assistant Treasurer, they signed and delivered the said instrument and cause the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25TH day of AUGUST 1999.

PREPARED BY: Debra Mitchell, 813-881-8877

4915 Independence Pwky Tampa, Florida, 33634 HENRY GONZALEZ
MY COMMISSION # CC 790304
EXPIRES: November 11, 2002
Bonded Thru Notary Public Underwriters

ry Public State of Florida

of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower creevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in KLAMATH County, Oregon: LOT 3, BLOCK 216, MILLS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, IN THE COUNTY FO KLAMATH. STATE OF OREGON.

عالموها والماء والمعالما المدار والماران

Parce: Number: 00138090330008200

which has the address of 2242 WHITE AVENUE, KLAMATH FALLS

[Street, City].

which has the address of 2242 kHITE AVENUE, KLAMATH FALLS [Street, City], Oregon 97601 [Zip Code] (Property Address');

TOGETHER WITH all the improvements now or hereafter crected 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 seised 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 urisdiction to constitute a uniform security instrument coverne real property.

with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS, Borrower and Lender covering 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

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; 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

Funcs 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 analyzing the escrew account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Punds 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 the 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.

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DCS 34:

State of Oregon, County of Klamath Recorded 01/18/01, at <u>9://a</u> . m. In Vol. M01 Page 2071 Linda Smith, Fee\$ 3/20 County Clerk