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'02 MAR 1 AM 10:11

Vol M02 Page 12363

State of Oregon, County of Klamath  
Recorded 03/01/2002 10:11a m.  
Vol M02, Pg 12363-66  
Linda Smith, County Clerk  
Fee \$ 36.00 # of Pgs 4

1599680 36.00

Recording Requested By/Return To:

~~AXIOM FINANCIAL SERVICES, A California Corporation~~  
~~15030 Avenue of Science, Suite 100 San Diego, CA 92128~~

## ASSIGNMENT OF DEED OF TRUST

For Value Received,  
AXIOM FINANCIAL SERVICES, A California Corporation  
, holder of a Deed of Trust (herein "Assignor") whose address is  
15030 Avenue of Science, Suite 100 San Diego, CA 92128  
assign, transfer and convey, unto POPULAR FINANCIAL SERVICES, LLC, does hereby grant, sell,  
organized and existing under the laws of Delaware, a corporation  
(herein "Assignee"),  
whose address is 400 Lippincott Drive Marlton, NJ 08053  
a certain Deed of Trust, dated June 15, 2001, made and executed by  
MARVIN P. KEENA AND ELLEN M. KEENA, AS TENANTS BY THE ENTIRETY


to FIDELITY NATIONAL TITLE

following described property situated in KLAMATH County, Trustee, upon the  
of Oregon: State  
LOT 28 OF WINEMA GARDENS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE  
OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

such Deed of Trust having been given to secure payment of  
Twenty Five Thousand and No/100 (\$ 25,000.00 )  
(Include the Original Principal Amount)

which Deed of Trust is of record in Book, Volume, or Liber No. 01, at page 31818 (or  
as No. ) of the Official Records of KLAMATH  
County, State of Oregon, together with the note(s) and obligations therein described, the money due and to  
become due thereon with interest, and all rights accrued or to accrue under such Deed of Trust.

Oregon Assignment of Deed of Trust

 -995(OR) (9611) 11/96  
VMP MORTGAGE FORMS - (800)521-7294

Page 1 of 2  
AHL 384800 (8/00)

Initials: OK

KEENA

0103295286



R+R  
PFS  
36-

400 Lippincott Drive Marlton, NJ 08053

12364

TO HAVE AND TO HOLD, the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Deed of Trust.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Deed of Trust on  
July 3, 2001

Witness

Witness

Attest

Seal:

This Instrument Prepared By:  
AXIOM FINANCIAL SERVICES,  
A California Corporation  
15030 Avenue of Science, Suite 100  
San Diego, CA 92128

AXIOM FINANCIAL SERVICES,  
A California Corporation

(Assignor)

By:

Rachel Reyes (Signature)  
Assistant Secretary

, address:  
, tel. no.: 800-690-6000



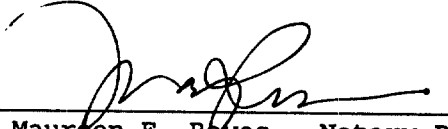
State of California  
County of SAN DIEGO  
On July 3, 2001

, before me

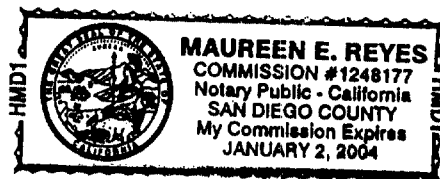
Maureen E. Reyes , personally appeared

Rachel Reyes, Assistant Secretary, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
Maureen E. Reyes , Notary Public

VAMP -1163B (9805)



Until a change is requested all tax statements shall be sent to the following address.

Advanta Mortgage Company, USA  
Attn: Tax Department 460  
16875 West Bernardo Drive  
San Diego, CA 92127

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12366

WHEN RECORDED MAIL TO:

AXIOM FINANCIAL SERVICES,  
A California Corporation  
15030 AVENUE OF SCIENCE, SUITE #100  
SAN DIEGO, CA 92127

ACCOUNT NUMBER 0103295286

'01 JUN 29 PM3:20

TAX ACCOUNT NUMBER 3909-001AB-04300-000

mtc 53961

DEED OF TRUST

THIS DEED OF TRUST is made this 15th day of June, 2001, among the Grantor,  
MARVIN P. KEENA AND ELLEN M. KEENA, AS TENANTS BY THE ENTIRETY

(herein "Borrower"),

FIDELITY NATIONAL TITLE  
AXIOM FINANCIAL SERVICES, A California Corporation

(herein "Trustee"), and the Beneficiary,

existing under the laws of the State of CALIFORNIA  
15030 AVENUE OF SCIENCE, SUITE #100, SAN DIEGO, CA 92127

, a corporation organized and

, whose address is

(herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of KLAMATH, State of Oregon:

LOT 28 OF WINEMA GARDENS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

which has the address of 1719 MCCLELLAN DRIVE

KLAMATH FALLS

[Street]

[City]

Oregon

97603

[ZIP Code]

(herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property";

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated June 15, 2001

and extensions and renewals thereof (herein "Note"), in the principal sum of

U.S. \$25,000.00

, with interest thereon, providing for monthly installments of principal and interest, with the balance

of the indebtedness, if not sooner paid, due and payable on July 1, 2016

; the payment

of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

OREGON - SECOND MORTGAGE - 1/80 - FNMA/FILMC UNIFORM INSTRUMENT

76(OR) (9808)

Form 3838

Amended 8/91

VMP MORTGAGE FORMS - (800)521-7291

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Initials:

MLL

EM KEENA

AHL 381201 (01/00)

0103295286

