

'09 SEP 9 AM 10:15

State of Oregon, County of Klamath
Recorded 09/09/03 10:15 a m
Vol M03 Pg 66671-74
Linda Smith, County Clerk
Fee \$ 36.00 # of Pgs 4

CORPORATION ASSIGNMENT OF MORTGAGE/DEED OF TRUST

After Recording Return To:

PEELLE MANAGEMENT CORPORATION
ASSIGNMENT JOB #90822
P.O. BOX 30014
RENO, NV 89520-3014
(775) 827-8600

36035

RE-RECORD TO ADD ASSIGNEE NAME

'09 APR 29 09:25

Vol M03 Page 27525

State of Oregon, County of Klamath
Recorded 04/29/2003 9:25 a m.
Vol M03 Pg 27525-27
Linda Smith, County Clerk
Fee \$ 21.00 # of Pgs 3

66672

Assignment of Mortgage

36-035

Assignor: Liberty Savings Bank

Assignee: Meritage Mortgage Corporation

Borrower: Joel E. Max & Leba A. Max

Recording Requested by/ Return to:

Peelle Management Corporation

pk: P.O. Box 30014
Reno, NV 89520-3014

Loan#: 4690507
Project#: 90822

This cover page has been provided to allow adequate space for County Recorder or Registrar of Titles
Recording information and County Auditor or Treasurer Certification.
Fees have been included to cover cost.

WP 22-053 Cover 8/9/00

21-

Recording Requested By:
Liberty Lending Services, Inc.

Liberty Lending Services, Inc.
P.O. Box 1000
Wilmington, Ohio 45177-1000

27526
66673

KLAMATH COUNTY, OREGON
LOAN # 8627655

4690507
34-035

Tax ID# 3909-002AC-00200
Section: Block: Lot:

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, Liberty Savings Bank, F.S.B, 2251 Rombach Avenue, Wilmington, Ohio, 45177, hereby grants, assigns and transfers to:

8400 NORMANDALE LAKE BOULEVARD, SUITE 600
MINNEAPOLIS, MINNESOTA 55437

RESIDENTIAL FUNDING CORPORATION

all beneficial interest under that certain Mortgage/Deed of Trust dated 8/4/1998, in the amount of \$35,000.00, executed by Joel E. Max And Lela A. Max to Meritage Mortgage Corporation recorded on 8/12/1998, instrument # 64324, book M98, page 29566 in Klamath County, OR, describing land therein as:

AS DESCRIBED ON MORTGAGE/DEED OF TRUST REFERRED TO HEREIN

Together with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage/Deed of Trust.

In witness whereof this instrument is executed on August 8, 2000

Liberty Savings Bank, F.S.B.
2251 Rombach Avenue
Wilmington, Ohio 45177

By:

Elaine Warren
Elaine Warren, Assistant Secretary

State of Ohio
County of Clinton

On 8/8/2000, before me, Denise M. Brown, a Notary Public in the State of Ohio, personally appeared Elaine Warren, 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, and that by his/her/their signature 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,

Denise M. Brown
Denise M. Brown
Notary Public, State of Ohio
My commission expires: 5/31/2005
Recorded in Pike County

(This area for)



DENISE M. BROWN
Notary Public, State of Ohio
My Commission Expires May 31, 2005
Recorded in Pike County

Liberty Lending Services Inc. P.O. Box 1000 Wilmington OH 45177 1-800-345-3783

When Recorded, Return to:
PEEL ASSIGNMENT DIVISION
P.O. BOX 30014
RENO, NV 89520-3014
JOB # 90822

~~28567~~
27527

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:**
Lot 152 of PLEASANT HOME TRACTS NO. 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Parcel Number: 3909-002AC-00200

66674

which has the address of 2022 HOMEDALE ROAD, KLAMATH FALLS
Oregon 97603

[Street, City],

[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.

Initials: *EM 2.0*