

'05 FEB 16 AM 8:16

State of Oregon, County of Klamath
 Recorded 02/16/2005 8:16 a m
 Vol M05 Pg 10558-60
 Linda Smith, County Clerk
 Fee \$ 31.00 # of Pgs 3

RECORD AND RETURN TO:
 HANOVER CAPITAL PARTNERS LTD.
 POST OFFICE BOX 3980
 EDISON, NJ 08818-3980

(emc flow)

Tracking #: 5245451
 Deal: EMC-UCF7

Assignment of Deed of Trust

For Value Received, Deutsche Bank National Trust Company as custodian or trustee, F/K/A Bankers Trust Company of California, N.A. as custodian or trustee under the applicable custodial or trust agreement, the undersigned holder of a(n) Deed of Trust (herein 'Assignor') whose address is 1761 East St. Andrew, Santa Ana, CA 92705, does hereby grant, sell, assign, transfer and convey, without recourse unto EMC Mortgage Corporation (herein 'Assignee') whose address is 909 Hidden Ridge Drive, Irving, TX 75038, without recourse, representation or warranty, all beneficial interest under a certain Deed of Trust dated 12/27/1997, made and executed by Borrower(s): STEPHEN JOACHIM AND HEATHER JOACHIM, HUSBAND AND WIFE in which Deed of Trust is of record in:

Book/Volume:	M98	Page No.: 437
Instr/Ref:	51197	
Parcel/Tax ID#:		
Township/Borough:		
Trustee (if DOT):	COMMONWEALTH LAND TITLE I	
Original Loan Amount:	\$91,500.00	
Original Lender:	UNITED COMPANIES LENDING CORPORATION	

District: Section: Block: Lot(s):
 Prop. Add (if available): 9506 BENDKERNS, KALAMATH FALLS 97601

which was recorded on 1/7/1998 in KLAMATH (County or Town, whichever is applicable) in the state of OR, together with the note or bond secured thereby, the note or bond evidencing said indebtedness having this date been transferred together with Assignor's right, title and interest in and to said Mortgage, all without recourse, or warranty, the property herein described and the indebtedness thereby secured.

5245451

All other existing legal or equitable rights, interests and remedies in or with respect to the Mortgage and/or the Note and/or the proceeds thereof, including, but not limited to, escrow deposits, existing title insurance policies and hazard insurance policies, as well as causes of action and judgements related thereto.

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

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered, effective November 9th, 2004.2000.

**Deutsche Bank National Trust Company as custodian or trustee,
F/K/A Bankers Trust Company of California, N.A. as custodian or
trustee under the applicable custodial or trust agreement**

By Its Attorney In Fact EMC Mortgage Corporation

By: Mary Borjon

Name: Mary Borjon, Senior Vice President

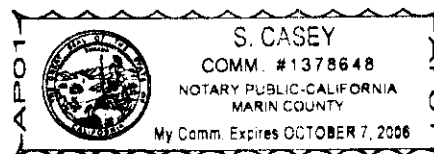
[Power of Attorney to be recorded simultaneously herewith.]

State of California
County of Marin

On April 21st, 2004, before me, the undersigned Notary Public in and for said State, personally appeared Mary Borjon, Senior Vice President of EMC Mortgage Corporation (Attorney-in-fact for Deutsche Bank National Trust Company as custodian or trustee, F/K/A Bankers Trust Company of California, N.A. as custodian or trustee under the applicable custodial or trust agreement according to a Power of Attorney), known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument who acknowledged that he/she is the authorized Attorney-In-Fact for Deutsche Bank National Trust Company as custodian or trustee, F/K/A Bankers Trust Company of California, N.A. as custodian or trustee under the applicable custodial or trust agreement and whose address is 1761 East St. Andrew, Santa Ana, CA 92705, and who acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity on behalf of which the person acted, executed the instrument.

Witness My Hand and Official Seal.

S. Casey
Notary Public: S. Casey
My commission expires: 10/07/2006



Prepared By: Optimal Assets, LLC., 505 A San Marin Dr., Novato, CA 94945, (415)898-7204; M. Brychcova

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Data ID: 586 **51197**
 Loan No: 021301011771
 Borrower: STEPHEN JOACHIM

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VCBTMW

021301011771

Return to: UNITED COMPANIES LENDING CORPORATION®
 703 BROADWAY, SUITE 504
 VANCOUVER, WA 98660

[Space Above This Line For Recording Data]
 K-51681

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on the 26th day of December, 1997.
 The grantor is STEPHEN JOACHIM AND HEATHER JOACHIM, HUSBAND AND WIFE

("Borrower").

The trustee is COMMONWEALTH LAND TITLE INS. CO.

("Trustee").

The beneficiary is UNITED COMPANIES LENDING CORPORATION®, A CORPORATION, which is organized and existing under the laws of the State of LOUISIANA, and whose address is 4041 ESSEN LANE, BATON ROUGE, LOUISIANA 70809

("Lender").

Borrower owes Lender the principal sum of **NINETY-ONE THOUSAND FIVE HUNDRED and NO/100-----Dollars** (U.S. \$ **91,500.00**). 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 **January 1, 2028**. 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:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Lot 8 in Block 18 of Second Addition to Klamath River Acres, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

which has the address of 9506 BENDKERNS,
 Oregon 97601
 (Zip Code)

(Street)

KLAMATH FALLS,
 (City)
 ("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.

