

M05-69027

Klamath County, Oregon

11/15/2005 08:12:27 AM

Pages 2 Fee: \$36.00

When Recorded Return To:

21st Mortgage Corp.

PO Box 477

Knoxville TN 37901

Prepared by:

Melony Jones

151532 ASSIGNMENT

aka Ford Housing Finance Services

ASSOCIATES HOUSING FINANCE, LLC, a Delaware limited liability company, ("Assignor"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by **21ST MORTGAGE CORPORATION**, a Delaware Corporation ("Assignee"), hereby assigns, transfers and conveys unto Assignee the following mortgage or deed of trust (the "Mortgage"):

Borrower(s)/Grantor(s): *Dwayne S Fowler*
Mortgage Date: *2-2-98* Mortgage Recording Date: *2-18-98*
Recording Office: *Klamath OR*
Recording Information: Book/Instrument *M98*, Page *5222*
Mortgage Amount: *90,861.44*

together with the bond or obligation described in the Mortgage and the moneys due and to grow thereon with the interest. Assignor declares that it is the beneficiary of the Mortgage and the holder of the obligations secured thereby and that the Mortgage has not been previously assigned by Assignor. To have and to hold the same unto Assignee and its successors, legal representatives and assigns forever. This Assignment is given pursuant to a certain Loan and Asset Purchase Agreement, dated March 21, 2005, between Assignor and 21st Mortgage Corporation, a Delaware corporation, and is without recourse except as provided therein.

In Witness Whereof, Assignor has executed this instrument this 20 day of June 2005.

Jf Sh
Witness, Jennifer Sobie
Kelly Nicely
Witness Kelly Nicely

ASSOCIATES HOUSING FINANCE, LLC

By: 21st Mortgage Corporation,
its attorney-in-fact

By: *Troy Fussell*
Title: Vice President
Authorized Signatory

STATE OF Tennessee
COUNTY OF Knox

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared Troy Fussell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President (or other officer authorized to execute the instrument) of 21st Mortgage Corporation, as attorney-in-fact for Associates Housing Finance LLC, recorded in Knox County Register of Deeds, Instrument #200505270095571 on 5/27/2005, for 21st Mortgage Corporation, the within named bargainor, a corporation, and that he as such Vice President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself.

Witness my hand and seal, this 20 day of June, 2005.

Susanne Lieurance
Notary Public
My commission expires June 9, 2009

STATE OF TENNESSEE
NOTARY PUBLIC
COMM. EXP. 6-9-09
KNOX COUNTY

26/1000

53323

Please Return To:

Ford Housing Finance Services, a div. of Associates Housing Finance Services, Inc.

P.O. Box 1489

Clackamas, OR 97015-1489

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**A CREDIT LINE DEED OF TRUST
 DEED OF TRUST**

THIS DEED OF TRUST ("Security Instrument") is made on February 2, 1998
 The grantor is Duayne S. Fowler, a single person

The trustee is Amerititle ("Borrower").
 222 South Sixth Street, Klamath Falls, OR 97601, whose address is

The beneficiary is Ford Housing Finance Services, a div. of Associates Housing Finance ("Trustee").
 Services, Inc., a Delaware Corporation
 under the laws of the State of Delaware, which is organized and existing
 P.O. Box 1489, Clackamas, OR 97015-1489, and whose address is
 ("Lender").

Borrower owes Lender the principal sum of ninety thousand eight hundred sixty one and 44/100ths

Dollars (U.S. \$ 90,861.44). 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 May 10, 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:

Lot 10 in Block 1 of BRYANT TRACTS NO. 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

which has the address of 1610 Summers Lane, Klamath Falls [City]
 [Street]
 Oregon 97603 ("Property Address");
 [Zip Code]

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.

Initials: DSF