2007-020887 Klamath County, Oregon



12/13/2007 10:04:11 AM

Fee: \$26.00

Prepared by and After Recording Return To: Dean A. Pivirotto Home Partners Credit Corp. 1154 Highland Avenue Cheshire, CT 06410 203-699-3497

ASSIGNMENT OF NOTE AND SECURITY INSTRUMENT

THIS ASSIGNMENT OF NOTE AND SECURITY INSTRUMENT is made as of the 15th day of November, 2007 (the "Assignment"), by HOME PARTNERS CREDIT CORP., a Delaware corporation, having its principal place of business at 1154 Highland Avenue, Cheshire, Connecticut 06410 ("Assignor"), in favor of HOME PARTNERS FINANCE I, LLC, a Delaware limited liability company having its principal place of business at 1154 Highland Avenue, Cheshire, Connecticut 06410 ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, bargains, sells, assigns, conveys, transfers and sets over unto Assignee all of Assignor's right, title and interest in, to and under (1) that certain mortgage, deed of trust or deed to secure debt made by Jeffrey S. Titus and Shauna D. Titus in favor of, or for the benefit of, Assignor dated 6/29/07 and recorded in the Land/Public Records of the Town/County of Klamath, OR (the "Property") as more particularly described in Exhibit A attached hereto and made a part hereof, on 10/29/07, at Volume , Instrument No. 2007-018545 (the "Assigned Mortgage"); (2) all obligations secured thereby and all evidence of such obligations, including without limitation the indebtedness evidenced by a certain promissory note in the principal amount of Two Hundred Eighty Eight Thousand and 00/100 Dollars (\$288,000.00) dated 6/29/07 made by Jeffrey S. Titus and Shauna D. Titus and payable to the order of Assignor (the "Assigned Note"); (3) all of the Purchased Assets, as such term is defined in the Purchase and Sale Agreement, dated as of March 15, 2007, as amended through the date hereof, by and among the Assignor, RLA Recovery Corp. and the Assignee, that specifically relate to the Assigned Mortgage and the Assigned Note; (4) all other documents prepared and executed in connection with the Assigned Note and the Assigned Mortgage; (5) all proceeds of the foregoing, including without limitation all prepayments by acceleration or otherwise of the principal indebtedness evidenced by the Assigned Note. This Assignment is made simultaneously and together with the endorsement by Assignor in favor of Assignee of the Assigned Note.

This Assignment shall be binding upon Assignor and its successors and assigns, and shall insure to the benefit of Assignee and its successors and assigns. This Assignment shall be governed by and construed and enforced in accordance with the laws of the state or commonwealth in which the Property is located.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

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HOME PARTNERS CREDIT CORP.

Roger J. Krystopa
Its Vice President and Treasurer

STATE OF CONNECTICUT)
) ss: Cheshire
COUNTY OF NEW HAVEN)

On this 15th day of November, 2007, personally appeared Roger J. Krystopa, the Vice President and Treasurer of Home Partners Credit Corp., who executed the foregoing Assignment and acknowledged the same to be his free act and deed and the free act and deed of said corporation before me.

Notary Public Robin L. Pivirotto
My Commission Expires: May 31, 2008

Titus

LOT 7 IN BLOCK 5 OF LYNNEWOOD, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.