

63811

**Title Report**

Prepared By

**OKLAHOMA LAND TITLE SERVICES, LLC**

This report contains information obtained by a search of public records, which impart constructive notice of matters relating to the real property described herein. Easements, Rights-of-Way and similar non-possessory interests are not reported. This report is issued for the sole purpose of providing information in connection with a proposed transaction and no liability is assumed hereunder by Oklahoma Land Title Services, LLC for any error or omission. Any obligation under this report shall cease and terminate six months after the effective date hereof. This report contains no express or implied opinion, warranty, guarantee, or other similar assurances as to the status of title and is not intended to be, nor should it be relied upon as or deemed to be insurance or a legal opinion as to the status of title. Title insurance is suggested if assurances as to accuracy of title or recorded liens are required. In the event that a title insurance policy is requested, the requirements of 36 O.S. § 5001 © must be satisfied prior to the issuance of a commitment or policy of title insurance.

**Report Number: OK103173****Effective date of this report: August 20, 2013 at 7:39am****Report issued for:**

#27987

Kivell, Rayment and Francis, P.C.

7666 East 61<sup>st</sup> Street, Suite 240

Tulsa, OK 74133

Attn: Melissa Savino

**1. Title to the surface rights only as shown on the last conveyance of record is in:**

Gary Lynn Cook and Beverly Ann Cook, husband and wife. (By virtue of the Joint Tenancy Warranty Deed dated June 25, 2012, recorded June 26, 2012, in Book 2852, Page 237, wherein the grantor was Lois Swift, a single person, with consideration of \$10.00 and OVC.)

Lois A. Swift. (By virtue of the Affidavit of Surviving Joint Tenant, In the Matter of Virgil H. Swift, deceased, dated May 21, 2010, recorded May 21, 2010, in Book 2772, Page 568, wherein the grantor was Lois A. Swift, Affiant, with no consideration.)

Virgil H. Swift and Lois Swift, husband and wife. (By virtue of the Joint Tenancy Warranty Deed dated November 9, 1989, recorded November 14, 1989, in Book 1528, Page 80, wherein the grantor was Sarah Sue Boswell, a single person, with consideration of \$10.00 and OVC.)

**2. The land referred to in this report is described as follows:**

Lot Eleven (11), Block Eight (8), Highlands Addition to the City of Anadarko, Caddo County, Oklahoma, according to the recorded plat thereof.

**3. Ad Valorem Taxes:**

2012-\$0 Exempt

Tax ID# 1360-22-008-011-0-172-00

Net Assessed Value: 0 (Homestead exemption exceeds valuation)

Land: 365

Improvements: 1500

Mobile Home: 0

Exemption: 1865

**4. The mortgages and assignments, if any for which there is not a release document filed of record:**

Mortgage dated April 15, 1999, executed by Lois Swift and Virgil H. Swift, wife and husband, in favor of Mortgage Lenders Network USA, Inc., recorded April 21, 1999, in Book 2231, Page 291, in the original amount of \$38,500.00. Assigned by various Assignments with the final Assignment being assigned to RAHI Real Estate Holdings, LLC, by Assignment of Mortgage, recorded April 12, 2010, in Book 2757, Page 53.

**5. Court issues or other liens:**

None: as to Gary Lynn Cook and Beverly Ann Cook, only.

**6. Notes:** If a mortgage is to be placed on this property, then the mortgagor(s) should be Gary Lynn Cook and Beverly Ann Cook, husband and wife.

\*You should inquire with your seller/borrower as to the possibility of there being any mortgages or liens that are unrecorded, improperly indexed or missing from this report.

**Document Recording:** In an effort to avoid errors or delays, it is necessary to include 2 checks with the documents to be recorded. A check made payable to "County Clerk" in the amount of \$13.00 for the first page and \$2.00 for each subsequent page. Also, a check made payable to "County Treasurer" in the amount of \$5.00 for Mortgage Tax Certification fee plus \$1.00 per 1000 of the loan amount.

## STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

**WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?**

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

For our everyday business purposes—to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes—to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes—information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company.	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>request insurance-related services</li> <li>provide such information to us</li> </ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.



If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

NO. 2995-P. 4/20

20170608(09)1122

201200009922  
Filed for Record in  
CADDO COUNTY OKLAHOMA  
PATRICE BOLCH, COUNTY CLERK  
03-26-2012 At 09:14 am.  
WARM DEED 13.00  
Volume 1852 Page 237 - 237

Return to: Buzbee, Upchurch, Squires & Eastwood, P O Box 766, Anadarko, OK 73005

## WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS:**

THAT Lois Swift, a single person, hereinafter referred to as "Grantor," in consideration of the sum of Ten Dollars and no/100 Dollars in hand paid, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey unto Gary Lynn Cook and Beverly ~~Ann~~ <sup>RA</sup> Ann Cook, husband and wife, of 1601 Morrison Road, Marlow, OK 73066, as joint tenants and not as tenants in common, with full rights of survivorship, the whole estate to vest in the survivor in the event of the death of either, hereinafter referred to as "Grantees," all of our rights, title, and interest the following described real property and premises situate in Caddo County, State of Oklahoma to-wit:

Surface and Surface Right only to:  
 Lot Eleven (11), Block Eight (8) Highlands Addition to the City of Anadarko,  
 Caddo County, Oklahoma, according to the recorded plat thereof.

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

**ACTUAL CONSIDERATION PAID \$17,000.00**

TO HAVE AND TO HOLD said described premises unto the said Grantees, their heirs and assigns forever free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

(FURTHER EXCEPT: All easements or encumbrances, appearing either of record or on the ground)

Signed and delivered this 25th day of June, 2012.

STATE OF OKLAHOMA  
Caddo County

Documentary Stamps \$ 25.50

Lois Swift

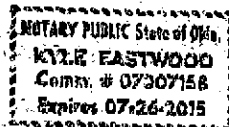
STATE OF OKLAHOMA )  
 ) ss  
COUNTY OF CADDO )



Before me, the undersigned, a Notary Public in and for said County and State on this 25th day of June, 2012, personally appeared Lois Swift, a single person, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

(SEAL)



Notary Public

# 103173  
10F16

RETURN TO:  
008 Swift  
111 W. VB  
Hendricks, OK  
73505

Instrument 201300002846  
led for Record in  
CADD CO OKLAHOMA  
COUNTY CLERK  
JUL 21 2013 3:03 PM  
AFFIDAVIT 19.00  
10/10/13 2771 Price 469 521

AFFIDAVIT OF SURVIVING JOINT TENANT

State of Oklahoma )  
County of CADD ) ss.

On the 21 day of May, 20 10, I Lois A. Swift  
of lawful age, being duly sworn, state as follows:

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, property was conveyed to  
Virgil H. Swift and Lois Swift as  
X Joint Tenants and not as tenants in common, with right of survivorship;

A life tenancy held by \_\_\_\_\_ and \_\_\_\_\_  
as surviving life tenant or remainderman;  
the following described real property situated in CADD County, Okla-  
homa, to-wit: (Provide legal description)

Lot Eleven (11), Block Eight (8), Highlands Addition to  
the City of Anadarko, Caddo County, OK, according to  
the recorded plat thereof.

which deed was recorded in the records of the County Clerk of Caddo County,  
Oklahoma in Book \_\_\_\_\_ page \_\_\_\_\_.

A certified copy of the death certificate of Virgil H. Swift  
deceased, issued by the Department of Health for the State of OKLA  
showing that the deceased joint/life tenant remainderman died on 25 day of  
AUGUST, 19 2009, is attached to this affidavit.

Affiant further states that Lois Swift, is the surviving  
joint tenant/remainderman in the described property and that the decedent is one  
and the same person as the joint tenant/remainderman named in the deed recorded  
as described above.

Affiant additionally states: (CHECK ONE)

X That on the date of the deceased joint tenant's death the decedent and  
Lois Swift, the remaining joint tenant, were married to each other  
and that affiant is the surviving spouse;

That, if the decedent and surviving joint tenant/surviving life tenant, or

2814

remainderman wife, not husband and wife, a waiver or release issued by the Oklahoma Tax Commission of the estate tax lien, unless released by operation of law, is attached to this affidavit.

(In view of the limitation upon assessments of the Inheritance, Estate and Transfer Tax liability subsequent to the lapse of ten (10) years after the date of death of any decedent, provided by Section 813, Title 68, Oklahoma Statutes Supplement, as amended by the Session Laws of Oklahoma 1980, and the fact that the decedent named in the enclosed certificate has been deceased for a period of more than ten (10) years, said certificate has been issued in respect to the estate of said decedent.)

If this Affidavit is signed and acknowledged by the personal representative or duly appointed attorney-in-fact of the surviving joint tenants, certified copies of the letters of administration, letters testamentary, letters of guardianship or power of attorney for the affiant must be attached.

Lisa A. Swift  
Affiant

Subscribed and sworn before me this 21 day of May 20 10.



Peggy J. Evans  
Notary Public

Commission Expires: 3-24-13  
Commission No: 05002957



#### ACKNOWLEDGMENT

State of Oklahoma

County of Caddo } ss.

Before me, Peggy J. Evans in and for said County and State,  
on this 21 day of May 20 10, personally appeared

Lisa A. Swift to me known to be the

identical person who executed the within and foregoing instrument, and acknowledged

to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed

for the uses and purposes therein set forth.



Peggy J. Evans  
Notary Public

Commission Expires: 3-24-13  
Commission No: 05002957

NOTE: (Notary should complete BOTH SUBSCRIPTION AND AFFIDAVIT AND ACKNOWLEDGMENT)  
58 O.S. Supp 1984, 912  
Revised 9-03-82

3/24/16

Type of Print and Mark, Permanent Ink, THIS IS A PERMANENT RECORD.

Name: \_\_\_\_\_  
Grade: \_\_\_\_\_

<input type="checkbox"/> Yes, Military/American/Asian/Chinese <input type="checkbox"/> Yes, Puerto Rican <input type="checkbox"/> Yes, Cuban <input type="checkbox"/> Yes, other specified race/ethnicity (Specify) _____		<input type="checkbox"/> Asian Indian <input type="checkbox"/> Chinese <input type="checkbox"/> Filipino <input type="checkbox"/> Japanese <input type="checkbox"/> Korean <input type="checkbox"/> Hawaiian <input type="checkbox"/> Other Asian (Specify) _____ <input type="checkbox"/> Pacific Islander (Specify) _____ <input type="checkbox"/> Other (Specify) _____	
1. BIRTHDAY (Month, day, year) of each person named in this report: (Do not leave blank)			
(NAME) (LAST) (FIRST) (MIDDLE) (ADDRESS) (STREET) (CITY) (STATE) (ZIP)		(NAME) (LAST) (FIRST) (MIDDLE) (ADDRESS) (STREET) (CITY) (STATE) (ZIP)	
2. ADDRESS (Street, apartment, or other) of each person named in this report: (Do not leave blank)			
(NAME) (LAST) (FIRST) (MIDDLE) (ADDRESS) (STREET) (CITY) (STATE) (ZIP)		(NAME) (LAST) (FIRST) (MIDDLE) (ADDRESS) (STREET) (CITY) (STATE) (ZIP)	
3. OCCUPATION (Job, profession, or other) of each person named in this report: (Do not leave blank)			
(NAME) (LAST) (FIRST) (MIDDLE) (OCCUPATION) (JOB) (CITY) (STATE) (ZIP)		(NAME) (LAST) (FIRST) (MIDDLE) (OCCUPATION) (JOB) (CITY) (STATE) (ZIP)	
4. EDUCATION (School, college, or other) of each person named in this report: (Do not leave blank)			
(NAME) (LAST) (FIRST) (MIDDLE) (EDUCATION) (SCHOOL) (CITY) (STATE) (ZIP)		(NAME) (LAST) (FIRST) (MIDDLE) (EDUCATION) (SCHOOL) (CITY) (STATE) (ZIP)	
5. RELIGION (Religion, or other) of each person named in this report: (Do not leave blank)			
(NAME) (LAST) (FIRST) (MIDDLE) (RELIGION) (RELIGION) (CITY) (STATE) (ZIP)		(NAME) (LAST) (FIRST) (MIDDLE) (RELIGION) (RELIGION) (CITY) (STATE) (ZIP)	
6. MARITAL STATUS (Married, single, or other) of each person named in this report: (Do not leave blank)			
(NAME) (LAST) (FIRST) (MIDDLE) (MARITAL STATUS) (MARRIED) (CITY) (STATE) (ZIP)		(NAME) (LAST) (FIRST) (MIDDLE) (MARITAL STATUS) (MARRIED) (CITY) (STATE) (ZIP)	
7. DATE OF BIRTH (Month, day, year) of each person named in this report: (Do not leave blank)			
(NAME) (LAST) (FIRST) (MIDDLE) (DATE OF BIRTH) (MONTH) (DAY) (YEAR) (CITY) (STATE) (ZIP)		(NAME) (LAST) (FIRST) (MIDDLE) (DATE OF BIRTH) (MONTH) (DAY) (YEAR) (CITY) (STATE) (ZIP)	
8. PLACE OF BIRTH (Country, or other) of each person named in this report: (Do not leave blank)			
(NAME) (LAST) (FIRST) (MIDDLE) (PLACE OF BIRTH) (COUNTRY) (CITY) (STATE) (ZIP)		(NAME) (LAST) (FIRST) (MIDDLE) (PLACE OF BIRTH) (COUNTRY) (CITY) (STATE) (ZIP)	
9. DATE OF DEATH (Month, day, year) of each person named in this report: (Do not leave blank)			
(NAME) (LAST) (FIRST) (MIDDLE) (DATE OF DEATH) (MONTH) (DAY) (YEAR) (CITY) (STATE) (ZIP)		(NAME) (LAST) (FIRST) (MIDDLE) (DATE OF DEATH) (MONTH) (DAY) (YEAR) (CITY) (STATE) (ZIP)	
10. PLACE OF DEATH (Country, or other) of each person named in this report: (Do not leave blank)			
(NAME) (LAST) (FIRST) (MIDDLE) (PLACE OF DEATH) (COUNTRY) (CITY) (STATE) (ZIP)		(NAME) (LAST) (FIRST) (MIDDLE) (PLACE OF DEATH) (COUNTRY) (CITY) (STATE) (ZIP)	
11. DATE OF INTERVIEW (Month, day, year) of each person named in this report: (Do not leave blank)			
(NAME) (LAST) (FIRST) (MIDDLE) (DATE OF INTERVIEW) (MONTH) (DAY) (YEAR) (CITY) (STATE) (ZIP)		(NAME) (LAST) (FIRST) (MIDDLE) (DATE OF INTERVIEW) (MONTH) (DAY) (YEAR) (CITY) (STATE) (ZIP)	
12. SIGNATURE (Signature, or other) of each person named in this report: (Do not leave blank)			
(NAME) (LAST) (FIRST) (MIDDLE) (SIGNATURE) (SIGNATURE) (CITY) (STATE) (ZIP)		(NAME) (LAST) (FIRST) (MIDDLE) (SIGNATURE) (SIGNATURE) (CITY) (STATE) (ZIP)	
13. DATE OF REPORT (Month, day, year) of each person named in this report: (Do not leave blank)			
(NAME) (LAST) (FIRST) (MIDDLE) (DATE OF REPORT) (MONTH) (DAY) (YEAR) (CITY) (STATE) (ZIP)		(NAME) (LAST) (FIRST) (MIDDLE) (DATE OF REPORT) (MONTH) (DAY) (YEAR) (CITY) (STATE) (ZIP)	

4 of 16



B01191063

This is a true and correct copy of the official record on file in the Office of  
Vital Statistics, Oklahoma City, Oklahoma, certified on the date stamped,

Inst. Print  
20100070.1944Un. Lib. Recd  
11773 8/1

Kelly M. Baker  
State Registrar  
Office of Vital Statistics  
Department of Health

It is in violation of Oklahoma Statutes, Title 63, Section 1-324.1, to "prepare or issue any certificate which purports to be original, certified copy or copy of a certificate of birth, death or stillbirth, except as authorized in this act or rules and regulations adopted under this act."

**CERTIFIED COPIES WILL BE PRODUCED ON MULTI-COLOR SECURITY PAPER.**

**VERIFY PRESENCE OF WATERMARK. HOLD TO LIGHT TO VIEW.**

**WARNING:**

THIS DOCUMENT IS PRINTED ON SECURITY WATERMARKED PAPER AND CONTAINS SECURITY FIBERS.  
DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARK.

THE DOCUMENT PAGE CONTAINS A SECURITY BACKGROUND. THE BACK CONTAINS SPECIAL LINES WITH  
TEXT, ENGRAVED REAL, AND THE MICROFILM JMK.

Get 16

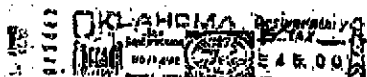
Dec. 28 2010 03:43PM P2

1528-80

Know All Men, by These Presents  
That I, JOHN P. H. ROBERTS, a single person

[illegible]

405 Eleventh (11th), Street, West 1st, Highwayside Addition to the City of  
Annapolis, Queen Anne's County, Maryland, according to the recorded plat



together with all the improvements therein and the apparatus thereto belonging, and assign the same to the said Mrs. Mary.

TO HAVE AND TO HOLD: After the solemnization of the sacred rite, we  
jointly repeat and in the holy and august of the Holy Spirit, Jesus, Mary, John and the Holy Spirit of God  
from all human frailties, passions, desires, judgments, knowledge and other things and instructions of the  
holy Church of God.

100-443887-100

~~SECRET~~

STATE OF OREGON  
COUNTY OF CLATSOP

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SECRET

\_\_\_\_\_

\_\_\_\_\_

THE UNIVERSITY OF CHICAGO PRESS

Washed and dried in a vacuum oven at 100°C for 24 hours. *Chlorophyll a* and *Chlorophyll b* were determined using a spectrophotometer.

\_\_\_\_\_



9902968

I hereby certify that I received \$30.50  
and issued receipt no. 4886 therefor in  
payment of mortgage taxes on the within mortgage.  
Dated this 1st day of April 1999  
Shelia Spredlin County Treasurer  
Caddo County, Okla.  
*Shelia Spredlin* Deputy

WHEN RECORDED MAIL TO  
MORTGAGE LENDERS NETWORK USA, INC.  
MIDDLESEX CORP. CENTER 11TH FL. 213 COURT ST., MIDDLETOWN CT 06457

(Sign Above This Line For Recording Date)

# MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 13, 1999  
The mortgage is  
LOIS SWIFT and  
VINCE H. SWIFT, wife and husband

("Borrower"). This Security Instrument is given to  
MORTGAGE LENDERS NETWORK USA, INC.

which is organized and existing under the laws of Delaware  
MIDDLESEX CORP. CENTER 11TH FL. 213 COURT ST., MIDDLETOWN CT 06457 and whose address is

Thirty-Eight Thousand, Five Hundred and No/100 ("Lender"). Borrower owes Lender the principal sum of

Dollars (U.S. \$ 38,500.00 ).

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 April 28, 2019.  
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 does hereby mortgage, grant and convey

OKLAHOMA-Single Family-FMMA/THINC UNIFORM INSTRUMENT

Form 3637 8/99

Revised 12/99

Page 1 of 7

In Note

VKP MORTGAGE FORMS - (300)81-7591

609/160



STATE OF OKLAHOMA } SS  
CADD CO COUNTY

Filed for record on the  
1st day of April A.D. 1999  
at 2:32 o'clock P.M. Recorded in  
Book 2231 on page 291-292  
J.T. McCasland, County Clerk  
*William M. Gage* Deputy  
Return to *Caddo County*

FILE DATE: 04/21/1999 FILE TIME: 02:35  
CADD CO COUNTY, OKLAHOMA, JT MCCASLAND - COUNTY CLERK DOC #: 1999 2968 \*\*

to Lender, with power of sale, the following described Property located in Caddo

County, Oklahoma:

Lot Eleven (11), Block Eight (8), HIGHLANDS ADDITION, to the City of Anadarko, Caddo County, Oklahoma, according to the recorded plat therefor.

which has the address of 491 WEST VIRGINIA AVENUE ANADARKO Oklahoma 73005 (Zip Code) ("Property Address");

(Broom, City).

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 mortgage, 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 attach prior to this Security Instrument as a lien on the Property; (b) yearly household 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 3, 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.

2013-08-27 (OK) (4707)

Initialed *2/16*  
Form 3037 8/80

704/16

FILE DATE: 08/23/1999 FILE TIME: 02:35  
CADD CO COUNTY, OKLAHOMA, JT MCCASLAND - COUNTY CLERK DOC #: 1999-2968

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Borrower items when due, Lender may so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may arise prior to or after the acquisition of the Property, and, if any, Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operates to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may arise prior to or after the acquisition of the Property, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained to the amount and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's right in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasehold.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be

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unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control, Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree in other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loan reserve in lieu of mortgage insurance. Loan reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loan reserve, until the requirements for mortgage insurance end in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

9/21/16

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condormor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformant copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this

BOOK 2231 PAGE 295

Page 9 of 7

Form 3337 A/88

FILE DATE: 04/21/1999 FILE TIME: 02:35  
CADD0 COUNTY, OKLAHOMA, JT MCCASLAND - COUNTY CLERK DOC #: 1999 2958

1008/16

Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenant or agreement; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations accrued hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized as being appropriate to normal residential use and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

#### NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower as required by applicable law prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 35 days from the date the notice is given to Borrower, by which the default must be cured; (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property; and (e) any other information required by applicable law. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all costs and expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of this evidence.

If Lender invokes the power of sale, Lender shall give notice in the manner required by applicable law to Borrower and any other persons prescribed by applicable law. Lender shall also publish the notice of sale, and the Property shall be sold, as prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the manner prescribed by applicable law.

22. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to Borrower. Borrower shall pay any recordation costs unless applicable law provides otherwise. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. **Waiver of Appraisal.** Appraisal of the Property is waived or not waived at Lender's option, which shall be exercised before or at the time judgment is entered in any foreclosure.

2000-04(OK) (Rev. 01/00)

Page 8 of 8

Initials *JS 7/16*  
Form 3037 4/00

FILE DATE: 04/21/1999 FILE TIME: 02:35  
BOOK: 2331 PAGE: 296  
CADD CO COUNTY, OKLAHOMA, JT MCCASLAND - COUNTY CLERK DOC #: 1999 2968

1105-16

24. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(Check applicable box(es))

- ☐ Adjustable Rate Rider
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ VA Rider

- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Rent Improvement Rider
- ☐ Other(s) (specify)

- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Second Home Rider

**NOTICE TO BORROWER**

A power of sale has been granted to this Security Instrument. A power of sale may allow the Lender to take the Property and sell it without going to court in a foreclosure action upon default by Borrower under this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

_____	<i>Lois Swift</i>	(Seal)
_____	LOIS SWIFT	-Borrower
_____	<i>Vincent H. Swift</i>	(Seal)
_____	VINCENT H. SWIFT	-Borrower
_____ (Seal)	_____ (Seal)	
-Borrower	-Borrower	
_____ (Seal)	_____ (Seal)	
-Borrower	-Borrower	
_____ (Seal)	_____ (Seal)	
-Borrower	-Borrower	

STATE OF OKLAHOMA, ~~OKLAHOMA~~

CADDO

County ss:

The foregoing instrument was acknowledged before me this April 15, 1998

(Date)

by LOIS SWIFT & VINCENT H. SWIFT Wife and Husband

Witness my hand and seal on this date.  
My Commission Expires: 9-8-01

(Name acknowledging)

Notary Public



Form 3027 6/98

BOOK: 2231 PAGE: 297  
FILE DATE: 04/21/1999 FILE TIME: 02:35  
CADDOK COUNTY, OKLAHOMA - COUNTY CLERK DOC #: 1998 2968

120816

039547

After Recording Return To:  
PEEL MANAGEMENT CORPORATION  
ASSIGNMENT JOB #90788  
P.O. BOX 80014  
RENO, NV. 89320-8014  
(775) 827-9600

STATE OF OKLAHOMA, OKLAHOMA COUNTY  
Filed for recording on the 20th day of August 2009  
Book 2462 at Page 267  
Documentary Stamps, \$268  
PATRICE DOLCH, County Clerk  
Deputy

# ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the undersigned corporation, does hereby assign, transfer and set over to:

and future assigns, all its right, title and interest in and to that certain real estate mortgage executed by  
LOIS SWIFT  
VIRGIL N. SWIFT

to  
MORTGAGE LENDERS NETWORK USA, INC.  
dated the 15th day of April, 1980, and recorded in Book  
2231, at Page 291 of the records of CADD  
County, Oklahoma, together with the note, debts and claims secured thereby, covering the following  
described real estate in said County, to-wit:  
SEE ATTACHED SCHEDULE A

\* Bank One, National Association, as Trustee  
(formerly known as The First National Bank of Chicago, as Trustee  
4 Bank One Plaza, Suite 111-0126 (RFC), Chicago, Illinois 60670-0126



Witnessed this 22nd

day of October, 2009

MORTGAGE LENDERS NETWORK USA, INC.

ATTEST:

JAMES YOST

By:   
STEVEN P. OLSCHERK  
VICE PRESIDENT, CORPORATE COUNSEL  
MORTGAGE LENDERS NETWORK USA, INC.  
213 COURT STREET, MIDDLETOWN, CT 06457

ss. Middletown

STATE OF : Connecticut  
COUNTY OF: Middlesex  
DATE: October 22, 2009  
BEFORE ME PERSONALLY APPEARED STEVEN P. OLSCHERK, VICE PRESIDENT, CORPORATE COUNSEL  
OF MORTGAGE LENDERS NETWORK USA, INC.  
KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND  
ACKNOWLEDGED TO ME THAT THIS PERSON EXECUTED THE SAME FOR PURPOSES AND  
CONSIDERATION THEREIN EXPRESSED, AS THE ACT OF SAID CORPORATION AND IN THE CAPACITY  
THEREIN STATED



LA B. FRENCH  
NOTARY PUBLIC  
EXPIRES MAR. 31, 2007



130716

FILE DATE: 10/30/2009 FILE TIME: 09:40  
BOOK: 2462 PAGE: 267  
CADD COUNTY, OKLAHOMA, PATRICE DOLCH - COUNTY CLERK DOC #: 2003 9547





(TO BE ATTACHED TO THE ORIGINAL ASSIGNMENT)

**SCHEDULE A**  
**SECTION 32, NOTICE TO ASSIGNEE**

Loan # 4040003445

Borrower(s): LOIS SWIFT  
VERBIL H. SWIFT

Notice: This is a mortgage subject to special rules under the Federal Truth-in-Lending Act. Purchasers or Assignees of this mortgage could be liable for all claims and defenses with respect to the mortgage that the Borrower could assert against the Creditor.

FILE DATE: 10/30/2003 FILE TIME: 09:40  
CADD0 COUNTY, OKLAHOMA, PATRICE DOLCH - COUNTY CLERK DOC #: 2003 9547

BOOK: 2462 PAGE: 268

140516

Instrument: 20100002524 Volume: 2767 Page: 33

PLEASE RETURN TO:  
KIVELL, RAYMENT AND FRANCIS, P.C.  
Third Center J, Suite 240  
7666 E. 61st Street  
Tulsa, OK 74133  
GMAC Mortgage Corporation

20100002524  
Filed for Record in  
CADD CO OKLAHOMA  
PATRICIA JOLCH, COUNTY CLERK  
04-12-2010 At 10:13 AM  
ASSIGNMENT 15.00  
Volume 2767 Page 33 34

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That Bank One, National Association, as Trustee, for valuable consideration received, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto RAHI Real Estate Holdings LLC, 3451 Hammond Avenue, PO Box 780, Waterloo, IA 50702, one certain mortgage dated April 15, 1999, executed by Lois Swift and Virgil H. Swift, to Mortgage Lenders Network USA, Inc., upon the following described property, situated in the County of Caddo, State of Oklahoma, to-wit:

Lot Eleven (11), Block Eight (8), HIGHLANDS ADDITION, to the City of Anadarko, Caddo County, State of Oklahoma, according to the recorded plat thereof, commonly known as 421 West Virginia Avenue, Anadarko, OK 73005 (the "Property")

given to secure a certain promissory note dated April 15, 1999, in the amount of \$38,500.00, and said mortgage duly filed for record on April 21, 1999, in Book No. 2231, at Page 291, in the office of the County Clerk of Caddo County, Oklahoma, together with the covenants contained in said note and mortgage.

IN WITNESS WHEREOF, We have hereunto set our hands and affixed our seal on this 5 day of April, 2010.

BANK ONE, NATIONAL ASSOCIATION,  
AS TRUSTEE



By: [Signature]  
Name: Katheryn Stephan  
Title: Limited Signing Officer

KRP File #15440/ST

150816

27 SEP 11 10:41  
711.100002524

Volume Page  
3767 34

STATE OF PA  
COUNTY OF Montgomery

On this 5 day of April, 2010, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Jeffrey Stephan to me known to be the identical person who subscribed the instrument of the maker to the foregoing instrument as its VICE President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My Commission Expires:

Mary Lynch  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Mary Lynch, Notary Public  
Upper Dublin Twp., Montgomery County  
My Commission Expires Nov. 3, 2010  
Member, Pennsylvania Association of Notaries

KRP File #154428T

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