

MTZ-71487st

M05-64979

Klamath County, Oregon

09/23/2005 02:16:00 PM

Pages 15 Fee: \$91.00

PERMANENT LOAN EXTENSION AGREEMENT

This Permanent Loan Extension Agreement (this "Agreement") is made to be effective as of the 15th day of September, 2005, and is incorporated into and shall be deemed to amend, supplement and extend the Mortgage, Deed of Trust, Deed or Security Deed (the "Security Instrument") dated as of the 16th day of May, 2005, executed by the undersigned Borrower(s) (referred to herein as "Borrower", whether one or more), in favor of Wells Fargo Bank, National Association ("Lender"). (Lender and its successors and assigns shall be referred to herein as the "Note Holder".) The Security Instrument secures a Note (the "Note") dated the same date as the Security Instrument payable to the order of Lender. All terms defined in the Security Instrument shall have the same meaning in this Agreement. The mortgage was recorded as mo5,page 37078 on the 20th day of May, 2005.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower (and each Borrower if more than one) further covenants and agrees as follows:

1. **PERMANENT LOAN.** The Security Instrument, as amended and extended by this Agreement, secures a permanent mortgage loan that replaces a construction loan between Lender and Borrower dated the same date as the Security Instrument and evidenced by the Note with a Construction Loan Addendum Amending Note. The Note, as amended by a Permanent Loan Addendum amending Note, evidences the permanent mortgage loan. Upon execution of this Agreement and the Permanent Loan Addendum, the terms and conditions of the Construction Loan Addendum Amending Note shall be of no further force and effect.

2. **DEFINITIONS.** The definitions set forth in the Security Instrument are amended as follows:

"Lender". Lender's address is P.O. BOX 10304, Des Moines, IA 50306-0304.

"Note". The Note states that the Borrower owes Lender One Hundred Thousand Dollars (U.S. \$100,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than October 01, 2035.

"Riders". Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> PUD Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Addendum.

BORROWER(S)

Fredrick W. Forsythe
Name: Fredrick W. Forsythe

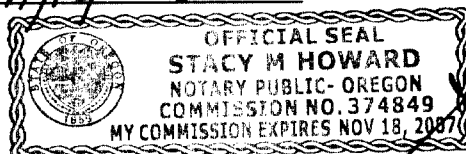
Name:

STATE OF Oregon
Klamath County ss:

On this 22 day of Sept 2005, I, a Notary Public in and for said county and in said state, hereby certify that Fredrick W. Forsythe, whose name(s) is/are signed to the foregoing conveyance, and who is/are know to me, acknowledged before me that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily and as his/her/their act on the day the same bears date.

Given under my hand and seal of office this 22 day of Sept 2005.

My Commission Expires: 11/18/2007



Stacy M. Howard
(Notary Public)

Prepared By: Drew Nieslanik
AFTER RECORDING RETURN TO: Wells Fargo
12550 SE 93rd Ave, Suite 400
CLACKAMAS, OR 97015

AEB:BBG\Constr\Const Note Rider-Final.doc

9/10

EXHIBIT "A"
LEGAL DESCRIPTION

Beginning at an iron on the Westerly right of way line of Summers Lane which lies South 0° 10' East along the Section line a distance of 827.1 feet and North 88° 39' West, a distance of 30 feet from the iron axle which marks the Northeast corner of Section 15, Township 39, South Range 9, East of the Willamette Meridian, Klamath County, Oregon, and running thence, continuing North 88° 39' West, a distance of 275.4 feet to an iron pin; thence, South 0° 10' East, parallel to the Section line, a distance of 78.4 feet to an iron pin; thence, South 88° 39' East 275.4 feet to an iron pin on the Westerly right of way line of Summers Lane; thence, North 0° 10' West, along the Westerly right of way line of Summers Lane, a distance 78.4 feet, more or less to the point of beginning, in the NE 1/4 of NE 1/4 of Section 15, Township 39, South of Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Tax Account No: 3909-015AA-10300-000

Key No: 577156

MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

Record and Return ☒ by Mail ☐ by Pickup to:

Wells Fargo Home Mortgage Final Documents

1000 Blue Gentian Road MAC X9999-01M

Eagan, MN 55121

This Instrument Prepared By:

Teresa Redden

Preparer's Name

Closing Specialist

Preparer's Title

12550 SE 93rd #400

Preparer's Address 1

Clackamas Or 97015

Preparer's Address 2

0052565025

Loan Number

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

Fredrick W Forsythe

[type the name of each Homeowner signing this Affidavit]:

being duly sworn, on his or her oath state as follows:

1. Homeowner owns the manufactured home ("Home") described as follows:

New	2005	Karsten	KMCK-60862	60X27
New/Used	Year	Manufacturer's Name	Model Name or Model No.	Length/Width
27068				
Serial No.	Serial No.	Serial No.	Serial No.	

2. The Home was built in compliance with the federal Manufactured Home Construction and Safety Standards Act.
3. If the Homeowner is the first retail buyer of the Home, Homeowner is in receipt of (i) the manufacturer's warranty for the Home, (ii) the Consumer Manual for the Home, (iii) the Insulation Disclosure for the Home, and (iv) the formaldehyde health notice for the Home.
4. The Home is or will be located at the following "Property Address":

4832 Summers Lane	Klamath Falls	Klamath	Oregon	97603
Street or Route	City	County	State	Zip Code

5. The legal description of the Property Address ("Land") is typed below or please see attached legal description:

Legal description attached hereto and made a part hereof

6. The Homeowner is the owner of the Land or, if not the owner of the Land, is in possession of the real property pursuant to a lease in recordable form, and the consent of the lessor is attached to this Affidavit.
7. The Home ☐ is ☒ shall be anchored to the Land by attachment to a permanent foundation, constructed in accordance with applicable state and local building codes and manufacturer's specifications in a manner sufficient to validate any applicable manufacturer's warranty, and permanently connected to appropriate residential utilities (e.g., water, gas, electricity, sewer) ("Permanently Affixed"). The Homeowner intends that the Home be an immoveable fixture and a permanent improvement to the Land.
8. The Home shall be assessed and taxed as an improvement to the Land.

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

9. Homeowner agrees that as of today, or if the Home is not yet located at the Property Address, upon the delivery of the Home to the Property Address:
- (a) All permits required by governmental authorities have been obtained;
 - (b) The foundation system for the Home was designed by an engineer to meet the soil conditions of the Land. All foundations are constructed in accordance with applicable state and local building codes, and manufacturer's specifications in a manner sufficient to validate any applicable manufacturer's warranty.
 - (c) The wheels, axles, towbar or hitch were removed when the Home was placed on the Property Address; and
 - (d) The Home is (i) Permanently Affixed to a foundation, (ii) has the characteristics of site-built housing, and (iii) is part of the Land.
10. If the Homeowner is the owner of the Land, any conveyance or financing of the Home and the Land shall be a single transaction under applicable state law.
11. Other than those disclosed in this Affidavit, the Homeowner is not aware of (i) any other claim, lien or encumbrance affecting the Home, (ii) any facts or information known to the Homeowner that could reasonably affect the validity of the title of the Home or the existence or non-existence of security interests in it.
12. A Homeowner shall initial only one of the following, as it applies to title to the Home:
- [Closing Agent: please refer to the Manufactured Home and Land Supplemental Closing Instructions for completion instructions]:**
- ☐ The Home is not covered by a certificate of title. The original manufacturer's certificate of origin, duly endorsed to the Homeowner, is attached to this Affidavit, or previously was recorded in the real property records of the jurisdiction where the Home is to be located.
 - ☐ The Home is not covered by a certificate of title. After diligent search and inquiry, the Homeowner is unable to produce the original manufacturer's certificate of origin.
 - ☐ The manufacturer's certificate of origin and/or certificate of title to the Home ☒ shall be ☐ has been eliminated as required by applicable law.
 - ☐ The Home shall be covered by a certificate of title.
13. This Affidavit is executed by Homeowner(s) pursuant to applicable state law.

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

IN WITNESS WHEREOF, Homeowner(s) has executed this Affidavit in my presence and in the presence of the undersigned witnesses on this 22 day of Sept, 2005.

Fredrick W Forsythe (SEAL)
Homeowner #1

Witness

Fredrick W Forsythe
Printed Name

Homeowner #2 (SEAL)

Witness

Printed Name

Homeowner #3 (SEAL)

Witness

Printed Name

Homeowner #4 (SEAL)

Witness

Printed Name

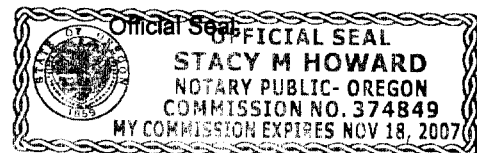
STATE OF Oregon)

COUNTY OF Klamath) ss.:

On the 22 day of Sept in the year 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared

Fredrick W. Forsythe
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Stacy M. Howard
Notary Signature
STACY M. HOWARD
Notary Printed Name



Notary Public; State of Oregon

Qualified in the County of Klamath

My commission expires: 11/18/2007

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

Lender's Statement of Intent:

The undersigned ("Lender") intends that the Home be an immoveable fixture and a permanent improvement to the Land.

Wells Fargo Bank N.A.

Lender

By:

Authorized Signature

STATE OF

Oregon

)

) ss.:

COUNTY OF

Clackamas

)

On the 9th day of September in the year 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared

Jennifer Taylor,
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Notary Signature

Notary Printed Name

Notary Public; State of

Oregon

Qualified in the County of

Clackamas

My commission expires:

2/20/07

Official Seal:



ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

Record and Return ☒ by Mail ☐ by Pickup to:
Wells Fargo Home Mortgage Final Documents
1000 Blue Gentian Road MAC X9999-01M
Eagan, MN 55121

REAL PROPERTY AND MANUFACTURED HOME LIMITED POWER OF ATTORNEY

(To execute or release title, mortgage or deed of trust, security filing, transfer of equity and insurance documents and proceeds.)

The undersigned borrower(s), whether one or more, each referred to below as "I" or "me," residing at:

4832 Summers Ln
Street Address

Klamath Falls, Or 97603 Klamath ("Present Address").
City State Zip County

I am the Buyer/Owner of the following manufactured home (the "Manufactured Home"):

<u>New</u>	<u>2005</u>	<u>Karsten</u>	<u>KMCK-60862</u>	<u>60X27</u>
New/Used	Year	Manufacturer's Name	Model Name or Model No.	Length / Width

<u>27068</u>			
Serial No.	Serial No.	Serial No.	Serial No.

permanently affixed to the real property located at 4832 Summers Ln.
Street Address

Klamath Falls, Oregon 97603 Klamath ("Property Address") and as more
City State Zip County

particularly described on Exhibit A attached hereto (the "Real Property"). I do hereby irrevocably make, constitute, appoint and authorize with full powers of substitution, Wells Fargo Bank N.A., ("Lender"), its successors, assigns or designees as my agent and attorney-in-fact, in my name, place and stead in any way which I could do, if I were personally present, with full power of substitution and delegation, (1) to complete, execute and deliver, in my name or Lender's name, any and all forms, certificates, assignments, designations, releases or other documentation as may be necessary or proper to implement the terms and provisions of the Security Instrument dated September 15, 2005 executed by me in favor of Lender, (2) to complete, execute and deliver, in my name or in Lender's name, any and all forms, certificates, assignments, designations,

releases or other documentation as may be necessary or proper to make application for and obtain the certificate of title for the Manufactured Home and to have Lender (or its designee) designated as lienholder on the certificate of title for the Manufactured Home, (3) to complete, execute and deliver in my name or Lender's name, any and all forms, certificates, assignments, designations, releases or other documentation as may be necessary or proper to have the Manufactured Home treated as real estate for any and all purposes under state law, including but not limited to the surrender of any certificate of title, any election to treat the Manufactured Home as real estate for tax purposes or to meet any other requirements in order for the loan/financing secured by the Manufactured Home and the Real Property to be eligible for sale on the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Association ("Freddie Mac") or any other secondary market purchaser, (4) to receive, complete, execute or endorse, and deliver in my name or Lender's name any and all claim forms, agreements, assignments, releases, checks, drafts or other instruments and vehicles for the payment of money, relating to any insurance covering the Manufactured Home, the indebtedness secured by the Manufactured Home or the Real Property, and (5) to complete, sign and file, without my signature, such financing and continuation statements, amendments, and supplements thereto, mortgages, deeds of trust and other documents, including releases of these items, which I may from time to time deem necessary to perfect, preserve and protect Lender's security interest in the Manufactured Home, the Property and any other property sold with it. I acknowledge that at the time this Power of Attorney and my Security Instrument and any of the forms, certificates, assignments, designations, releases or other documentation are prepared the serial number of the manufactured housing unit may not be available or may be inaccurate. The manufactured housing unit may be a factory order in the process of being constructed. Immediately, upon Lender's receipt of the serial number, I understand and agree that the above items may be completed and/or corrected by Lender to properly disclose all the applicable home identifications, including the serial number. I understand that I will be provided with a copy of any corrected agreement.

To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and I for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied on the provisions of this instrument. I have given this Limited Power of Attorney in connection with a loan/financing to be given by Lender and to induce Lender to make the financing available. It is coupled with an interest in the transaction and is irrevocable. This Limited Power of Attorney shall not be affected by my (our) subsequent incapacity, disability, or incompetence. I do further grant unto Lender full authority and power to do and perform any and all acts necessary or incident to the execution of the powers herein expressly granted, as fully as I might or could do if personally present.

WITNESS my hand and seal this _____ day of _____, _____.

Fredrick W Forsythe
Borrower

Witness

Fredrick W Forsythe
Printed Name

Borrower

Witness

Printed Name

Borrower

Witness

Printed Name

Borrower

Witness

Printed Name

STATE OF OREGON)
COUNTY OF Klamath) ss.:

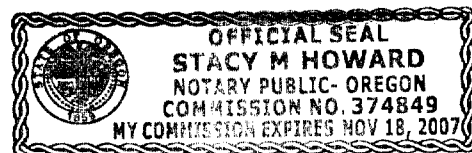
On the 22 day of Sept in the year 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared

Fredrick W Forsythe
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Stacy M Howard
Notary Signature
STACY M HOWARD
Notary Printed Name

Notary Public; State of Oregon
Qualified in the County of Klamath
My commission expires: 11/18/2007

Official Seal:



Drafted By: Teresa Redden
Loan Number: 0052565025

Exhibit A
PROPERTY DESCRIPTION

The legal description of the Property Address ("Land") is typed below or please see attached legal description:

EXHIBIT "A"
LEGAL DESCRIPTION

Beginning at an iron on the Westerly right of way line of Summers Lane which lies South 0° 10' East along the Section line a distance of 827.1 feet and North 88° 39' West, a distance of 30 feet from the iron axle which marks the Northeast corner of Section 15, Township 39, South Range 9, East of the Willamette Meridian, Klamath County, Oregon, and running thence, continuing North 88° 39' West, a distance of 275.4 feet to an iron pin; thence, South 0° 10' East, parallel to the Section line, a distance of 78.4 feet to an iron pin; thence, South 88° 39' East 275.4 feet to an iron pin on the Westerly right of way line of Summers Lane; thence, North 0° 10' West, along the Westerly right of way line of Summers Lane, a distance 78.4 feet, more or less to the point of beginning, in the NE 1/4 of NE 1/4 of Section 15, Township 39, South of Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Tax Account No: 3909-015AA-10300-000

Key No: 577156

Record and Return ☒ by Mail ☐ by Pickup to:

Wells Fargo Home Mortgage Final Documents

1000 Blue Gentian Road MAC X9999-01M

Eagan, MN 55121

MANUFACTURED HOME RIDER TO SECURITY INSTRUMENT

This Rider is made this September 15, 2005, and is incorporated into and amends and supplements the Mortgage, Open-End Mortgage, Deed of Trust, or Credit Line Deed of Trust, Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note to

Wells Fargo Bank, N.A. ("Lender")

of the same date ("Note") and covering the Property described in the Security Instrument and located at:

4832 Summers Ln Klamath Falls Or 97603

(Property Address)

Borrower and Lender agree that the Security Instrument is amended and supplemented to read as follows:

- 1. Meaning of Some Words.** As used in this Rider, the term "Loan Documents" means the Note, the Security Instrument and any Construction Loan Agreement, and the term "Property", as that term is defined in the Security Instrument, includes the "Manufactured Home" described in paragraph 3 of this Rider. All terms defined in the Note or the Security Instrument shall have the same meaning in this Rider.
- 2. Purpose and Effect of Rider.** IF THERE IS A CONFLICT BETWEEN THE PROVISIONS IN THIS RIDER AND THOSE IN THE SECURITY INSTRUMENT, THE PROVISIONS IN THIS RIDER SHALL CONTROL. THE CONFLICTING PROVISIONS IN THE SECURITY INSTRUMENT WILL BE ELIMINATED OR MODIFIED AS MUCH AS IS NECESSARY TO MAKE ALL OF THE CONFLICTING TERMS AGREE WITH THIS RIDER.

3. **Lender's Security Interest.** All of Borrower's obligations secured by the Security Instrument also shall be secured by the Manufactured Home:

New	2005	Karsten	KMCK-60862	60X27
New/Used	Year	Manufacturer's Name	Model Name or Model No.	Length/Width

27068

Serial No.	Serial No.	Serial No.	Serial No.
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4. **Affixation.** Borrower covenants and agrees:

- (a) to affix the Manufactured Home to a permanent foundation on the Property;
- (b) to comply with all Applicable Law regarding the affixation of the Manufactured Home to the Property;
- (c) upon Lender's request, to surrender the certificate of title to the Manufactured Home, if surrender is permitted by Applicable Law, and to obtain the requisite governmental approval and documentation necessary to classify the Manufactured Home as real property under Applicable Law;
- (d) that affixing the Manufactured Home to the Property does not violate any zoning laws or other local requirements applicable to the Property;
- (e) that the Manufactured Home will be, at all times and for all purposes, permanently affixed to and part of the Property.

5. **Charges; Liens.** Section 4, Paragraph 1 of the Security Instrument is amended to add a new third sentence to read:

Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and receipts evidencing the payments.

6. **Property Insurance.** Section 5, Paragraph 1 of the Security Instrument is amended to add a new second sentence to read:

Whenever the Manufactured Home is transported on the highway, Borrower must have trip insurance.

7. **Notices.** The second sentence of Section 15 of the Security Instrument is amended by inserting the words "unless otherwise required by law" at the end.

8. **Additional Events of Default.** Borrower will be in default under the Security Instrument:

- (a) if any structure on the Property, including the Manufactured Home, shall be removed, demolished, or substantially altered;
- (b) if Borrower fails to comply with any requirement of Applicable Law (Lender, however, may comply and add the expense to the principal balance Borrower owes to Lender); or
- (c) if Borrower grants or permits any lien on the Property other than Lender's lien, or liens for taxes and assessments that are not yet due and payable.

9. **Notice of Default.** If required by Applicable Law, before using a remedy, Lender will send Borrower any notice required by law, and wait for any cure period that the law may require for that remedy.

10. **Additional Rights of Lender in Event of Foreclosure and Sale.** In addition to those rights granted in the Note and Security Instrument, Lender shall have the following rights in the event Lender commences proceedings for the foreclosure and sale of the Property.

- (a) At Lender's option, to the extent permitted by Applicable Law, Lender may elect to treat the Manufactured Home as personal property ("Personal Property Collateral"). Lender may repossess peacefully from the place where the Personal Property Collateral is located without Borrower's permission. Lender also may require Borrower to make the Personal Property Collateral available to Lender at a place Lender designates that is reasonably convenient to Lender and Borrower. At Lender's option, to the extent permitted by Applicable Law, Lender may detach and remove Personal Property Collateral from the Property, or Lender may take possession of it and leave it on the Property. Borrower agrees to cooperate with Lender if Lender exercises these rights.
- (b) After Lender repossesses, Lender may sell the Personal Property Collateral and apply the sale proceeds to Lender's reasonable repossession, repair, storage, and sale expenses, and then toward any other amounts Borrower owes under the Loan Documents
- (c) In the event of any foreclosure sale, whether made by Trustee, or under judgment of a court, all of the real and Personal Property Collateral may, at the option of Lender, be sold as a whole or in parcels. It shall not be necessary to have present at the place of such sale the Personal Property Collateral or any part thereof. Lender, as well as Trustee on Lender's behalf, shall have all the rights, remedies and recourse with respect to the Personal Property Collateral afforded to a "Secured Party" by Applicable Law in addition to, and not in limitation of, the other rights and recourse afforded Lender and/or Trustee under the Security Instrument.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Rider.

Fredrick W. Forsythe
Borrower Fredrick W Forsythe

Borrower

Borrower

Borrower

STATE OF OREGON)
COUNTY OF Klamath) ss.:

On the 22 day of Sept in the year 2005
before me, the undersigned, a Notary Public in and for said State, personally appeared Fredrick W. Forsythe, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Stacy M Howard
Notary Signature
Stacy M Howard
Notary Printed Name

Notary Public; State of Oregon
Qualified in the County of Klamath
My commission expires: 11/19/2007

Drafted By: Teresa Redden

Loan Number: 0052565025

Official Seal:

