

MTZ- 73001MS

WFHM-Post Closing Services
MAC X999-01K
2701 Wells Fargo Way
Minneapolis, MN 55467

M06-00340

Klamath County, Oregon
01/06/2006 02:19:34 PM
Pages 22 Fee: \$126.00

MODIFICATION AGREEMENT

THE STATE OF OREGON
COUNTY OF **KLAMATH**

KNOW ALL MEN BY THESE PRESENTS:

Recitals

Reference is hereby made to that one certain Promissory Note (the "Note") dated
7/28/05, in the original principal sum of \$ 190,000.00 executed by
MARVIN P LARSON AND SANDRA L LARSON, HUSBAND AND WIFE

herein referred to as "Borrower" whether one or more), payable to the order of
WELLS FARGO BANK, N.A.

("Lender"), and said Note being secured by, among other instruments, that certain Deed of Trust,
Mortgage or Security Deed (the "Security Instrument") of even date therewith duly recorded
, in the Real Property Records of **KLAMATH**
County, **OREGON**, the above said instruments concerning encumbering and creating liens
against the following described property (the "Property"), to wit:

See Exhibit "A" attached hereto and made a part hereof for all purposes and being the
same property located at **35707 E HWY 140, BEATTY, OR 97621**

Multi-State Modification to Fixed Rate

If applicable, attach completed Balloon Note Addendum as Exhibit "B" and check appropriate blank in Section II.

If applicable, attach completed Balloon Rider to Security Instrument as Exhibit "C" and check appropriate blank in Section III.

NMFL# 2980 (MSMA) Rev 08/08/2005

Page 1 of 7
Initials *SL*

1000

WITNESSETH

WHEREAS, Borrower now desires to modify the Note and ratify said liens against the property; and

WHEREAS, Lender, the legal owner and holder of said Note and liens securing same, in consideration of the premises and at the request of the Borrower has agreed to modify the Note as hereinafter provided; and

WHEREAS, the Borrower, in consideration of the modification of the Note as hereinafter set forth by the legal owner and holder thereof, has agreed to ratify said Note and indebtedness evidenced thereby and reconfirm Borrower's unconditional promise to pay to the order of **WELLS FARGO BANK, N.A.**

at its offices at **P.O. BOX 10304, DES MOINES, IA 503060304**
or at such other places as the holder of said Note may designate in writing, the principal sum of **ONE HUNDRED THIRTY NINE THOUSAND AND 00/100**

(\$ *139,000.00**) or so much thereof as may have been
or may be advanced under the Note, together with interest thereon at the rates herein provided, in accordance with the terms thereof and hereof from and after the effective date of this Agreement until maturity.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree that the Note and Security Instrument are hereby renewed, extended and/or contrary, as follows:

I. Items 1 through 10 below shall, as applicable, amend, modify and replace those items in the Note as originally written to the contrary, as follows:

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ *****139,000.00** (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **WELLS FARGO BANK, N.A.**

I will make all payments under this Note in the form of cash, check or money order. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of **6.375 %**.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first of each month beginning on **MARCH 01**, 2006. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before principal. If, on **FEBRUARY 01**, 2036, I still owe amounts under this Note, I will pay those amount in full on that date, which is called the "Maturity Date."

I will make my monthly payments at **WELLS FARGO HOME MORTGAGE, P.O. BOX 10304, DES MOINES, IA 503060304**
or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S.\$ *****867.18 .

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment". When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this 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 me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after on which the notice is mailed to me or delivered by other means.

(D) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of the amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 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.

(Check and Complete if Applicable):

_____II. The Note shall be and hereby is further amended as follows:

- ____ (A) The following admonition is hereby added and incorporated into the Note: THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.
- ____ (B) The balloon Note Addendum attached hereto as Exhibit "B" is hereby added and incorporated into the Note.
- X III. The Security Instrument shall be and hereby is amended as follows:
- X (A) Reference to the maturity date of the debt secured by the Security Instrument is changed from 1/28/06 to 2/1/36
- ____ (B) The Balloon Rider attached hereto as Exhibit "C" is hereby incorporated into and made a part of the Security Instrument.
- ____ (C) The Manufactured Home Rider attached hereto as Exhibit "D" is incorporated into and made a part of the Security Instrument.

Further, it is expressly agreed that for an in consideration of this Modification Agreement, Borrower hereby releases and forever discharges Lender and its officers, directors, counsel, employees, agents, predecessors, successors, and assigns from all causes of action, claims, rights, and controversies, known or unknown, which Borrowers had, now has, or may hereafter acquire which relate to, are based on, arise out of, or are in any way connected with any acts of Lender or its above affiliates occurring prior to the execution of this Agreement and relating in any manner to the above described Note or Security Instrument or the Property described herein or therein. This is a general release of all possible claims and causes of action of every kind and character related to the above described subject matter and is to be interpreted liberally to effectuate maximum protection of Lender and its above affiliates.

The Borrower hereby ratifies Lender's liens and/or security interests against the Property until the Note as so hereby modified has been fully paid, and agrees that this renewal, extension and/or modification shall in no manner affect or impair the Note or the liens and/or security interests securing same and that said liens and/or security interests shall not in any manner be waived, but are acknowledged by Borrower to be valid and subsisting, the purpose of this instrument being simply to modify the Security Instrument and the time and manner of payments of the Note and ratify all liens and/or security interest securing same, and the Borrower further agrees that all terms and provisions of the Note, the Security Instrument and the other instruments creating or fixing the liens and/or security interest securing same shall be and remain in full force and effect as therein written, except as otherwise expressly provided herein.

A breach or other default of any of the terms of this Agreement by Borrower shall constitute a breach or default under the Note and Security Instrument, and Lender shall thereupon have the right to seek all remedies available to it under the aforesaid loan instruments.


Borrower covenants and agrees that the rights and remedies of the Lender under this Agreement are cumulative of, are not in lieu of but are in addition to, and their exercise or the failure to exercise them shall not constitute a waiver of, any other rights and remedies which Lender shall have under the Note or the Security Instrument.

It is agreed that time and the unimpaired security of Lender are the essence of this Agreement.

Borrower covenants and agrees that this Agreement represents the final agreement between Borrower and Lender relating to the above described subject matter and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties hereto. Except as expressly provided herein, the Loan and all instruments evidencing and securing same shall remain unaffected, unchanged and unimpaired. In the event of a conflict between the terms of the Note or this Agreement, the terms hereof shall be controlling. By entering into this Agreement, the parties have no intention whatsoever to extinguish or discharge the indebtedness or liens and/or security interests evidenced by the loan instruments or to effect any novation. Borrower further covenants and agrees that there are no unwritten oral agreements between the parties hereto relating to the above described subject matter.

EXECUTED this the 3RD day of JANUARY, 2006, to be effective

(SEAL)


MARVIN P LARSON (SEAL)

(SEAL)


SANDRA L LARSON (SEAL)


(SEAL)

(SEAL)

(SEAL)

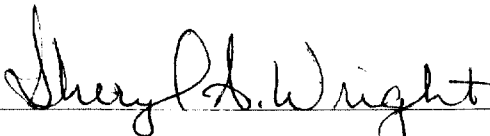
(SEAL)

WITNESS:

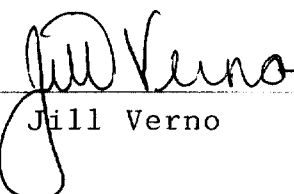


WITNESS:

ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE:

By: 
Name: **SHERYL A. WRIGHT**
Title: **VICE PRESIDENT, LOAN DOCUMENTATION**

WITNESS:


Jill Verno

THE STATE OF OREGON
COUNTY OF KLAMATH

BEFORE ME, the undersigned authority, on this day personally appeared _____

_____, as _____
of _____, known to me to be the person whose name is
subscribed to the foregoing instrument and acknowledged to me that he executed the same for the
purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of
said _____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3RD day of JANUARY, 2006.

My Commission Expires:

Notary Public for the State of OREGON
Name:

THE STATE OF OREGON
COUNTY OF ~~KLAMATH~~ Washington

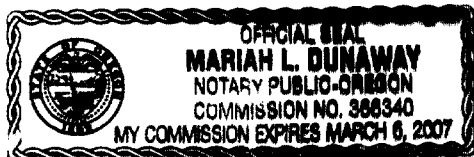
BEFORE ME, the undersigned authority, on this day personally appeared
MARVIN P LARSON AND SANDRA L LARSON

known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and
acknowledged to me that he/she/they executed the same for the purpose and consideration therein
expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3RD day of JANUARY, 2006.

My Commission Expires MARCH 6, 2007

Mariah L Dunaway
Notary Public for the State of OREGON
Name: MARIAH L Dunaway



Drafted By: _____ [] Check if Construction Loan

Loan Number: 0056558513

Oregon)
State of New York)
County of Washington) ss.:

On the 3 day of January, 2004, before me, the undersigned, personally appeared Marvin P and Sandra L. Larson personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Mariah L. Dunaway
Notary Public



State of New York)
County of Monroe) ss.:

On the 3 day of January, 2006,
before me, the undersigned, personally appeared Sheryl A Wright, Vice President Loan Documentation , personally known to me to proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Nancy Dinino-Ferraro
Notary Public

NANCY DININO-FERRARO
Notary Public in the State of New York
Qualified in Monroe County
My Commission Expires 11/13/2006
Registration No. 01FE4974446

EXHIBIT "A"
LEGAL DESCRIPTION

All those portions of the SW1/4 NW1/4 and Government Lot 4, Section 1, Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, lying Northerly of the Klamath Falls-Lakeview Highway and Southerly of an existing fence line described as follows:

Beginning at a point on the West line of Section 1, Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, from which point the brass cap monument marking the one quarter section corner common to Sections 1 and 2 bears South 0 degrees 36' 50" West 803.38 feet distant; thence North 48 degrees 20' 25" East 55.82 feet to an existing fence corner; thence Northeasterly along an existing fence North 48 degrees 20' 25" East 206.00 feet; North 49 degrees 02' 55" East 385.54 feet; North 48 degrees 36' 45" East 201.93 feet; North 42 degrees 53' 15" East 159.43 feet; North 43 degrees 50' 00" East 210.37 feet; North 44 degrees 37' 05" East 228.78 feet; North 45 degrees 21' 20" East 222.86 feet; and North 48 degrees 37' 00" East 121.95 feet to an existing fence corner from which a 1 1/2 inch pipe marking the North one quarter section corner of said Section 1 bears North 64 degrees 42' 40" East 1516.71 feet distant.

EXCEPTING any portion thereof within the SW1/4 NW1/4 NW1/4 of said Section 1.

Tax Account No.: 3711-00100-00401-000
Tax Account No.: 3711-00100-00500-000

Key No.: 836910
Key No.: 381633

SECOND HOME RIDER

THIS SECOND HOME RIDER is made this **29TH** day of **DECEMBER, 2005**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower" whether there are one or more persons undersigned) to secure Borrower's Note to **WELLS FARGO BANK, N.A.**

(the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at:
35707 E HWY 140, BEATTY, OR 97621

[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

6. Occupancy. Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's second home.

0056558513

MULTISTATE SECOND HOME RIDER - Single Family -
Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Page 1 of 2

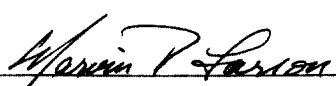
Form 3890 1/01
Initials: *MM*
SLA

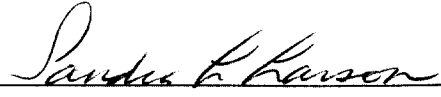
 365R (0011)

VMP MORTGAGE FORMS - (800)521-7291



BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Second Home Rider.


MARVIN P LARSON (Seal)
- Borrower


SANDRA L LARSON (Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

Record and Return ☐ by Mail ☐ by Pickup to:

WFHM FINAL DOCS X9999-01M

1000 BLUE GENTIAN ROAD

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:

5871 SE WOLL POND WAY

Street Address

HILLSORO, OR 97123, ("Present Address").

City, State Zip, County

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

NEW	2005	KARSTEN	ESTATE	042 x 066
New/Used	Year	Manufacturer's Name	Model Name or Model No.	Length x Width
3727235		3727235	3727235	3727235
Serial No.		Serial No.	Serial No.	Serial No.

permanently affixed to the real property located at 35707 E HWY 140

Street Address

BEATTY, KLAMATH, OR 97621 ("Property Address") and as more

City, County, State Zip

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 JANUARY 03, 2006 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 3rd day of JANUARY, 2006.

Marvin P. Larson
Borrower
MARVIN P LARSON

Witness

Sandra L. Larson
Borrower
SANDRA L LARSON

Witness

Borrower

Witness

Borrower

Witness

STATE OF Oregon)
COUNTY OF Washington) ss.:

On the 3rd day of January in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared Marvin P and Sandra L. Larson, 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.

Mariah L. Dunaway
Notary Signature

Mariah L. Dunaway
Notary Printed Name

Notary Public; State of Oregon

Qualified in the County of Washington

My commission expires: March 6, 2007

Official Seal: _____



Drafted By: _____ [] Check if Construction Loan

Loan Number: 0056558513

EXHIBIT A

PROPERTY DESCRIPTION

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

All those portions of the SW1/4 NW1/4 and Government Lot 4, Section 1, Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, lying Northerly of the Klamath Falls-Lakeview Highway and Southerly of an existing fence line described as follows:

Beginning at a point on the West line of Section 1, Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, from which point the brass cap monument marking the one quarter section corner common to Sections 1 and 2 bears South 0 degrees 36' 50" West 803.38 feet distant; thence North 48 degrees 20' 25" East 55.82 feet to an existing fence corner; thence Northeasterly along an existing fence North 48 degrees 20' 25" East 206.00 feet; North 49 degrees 02' 55" East 385.54 feet; North 48 degrees 36' 45" East 201.93 feet; North 42 degrees 53' 15" East 159.43 feet; North 43 degrees 50' 00" East 210.37 feet; North 44 degrees 37' 05" East 228.78 feet; North 45 degrees 21' 20" East 222.86 feet; and North 48 degrees 37' 00" East 121.95 feet to an existing fence corner from which a 1 1/2 inch pipe marking the North one quarter section corner of said Section 1 bears North 64 degrees 42' 40" East 1516.71 feet distant.

EXCEPTING any portion thereof within the SW1/4 NW1/4 NW1/4 of said Section 1.

Tax Account No.: 3711-00100-00401-000
Tax Account No.: 3711-00100-00500-000

Key No.: 836910
Key No.: 381633

0056558513

MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

Record and Return ☐ by Mail ☐ by Pickup to:

WFHM FINAL DOCS X9999-01M

1000 BLUE GENTIAN ROAD

EAGAN, MN 55121

This Instrument Prepared By:

Prepare's Name

Prepare's Title

Prepare's Address 1

Prepare's Address 2

0056558513

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.

MARVIN P LARSON
SANDRA L LARSON

[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	ESTATE	042 x 066
New/Used	Year	Manufacturer's Name	Model Name or Model No.	Length x Width
3727235		3727235	3727235	3727235
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":
35707 E HWY 140, BEATTY, KLAMATH, OR 97621

Street or Route, City, County, State Zip Code

5. The legal description of the Property Address ("Land") is:
TO FOLLOW

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.

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.

8. The Home shall be assessed and taxed as an improvement to the Land.
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, or will be, 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 and 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 3rd day of

JANUARY, 2006.

Marvin P. Larson

Homeowner #1 (SEAL)

MARVIN P LARSON

Sneha Patel

Witness

Sandra L. Larson

Homeowner #2 (SEAL)

SANDRA L LARSON

Sneha Patel

Witness

Homeowner #3 (SEAL)

Witness

Homeowner #4 (SEAL)

Witness

STATE OF Oregon)

COUNTY OF Washington)

ss.:

On the 3rd day of January in the year 2006

before me, the undersigned, a Notary Public in and for said State, personally appeared

Marvin P. and Sandra L. Larson

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.

Mariah L. Dunaway

Notary Signature

Mariah L. Dunaway

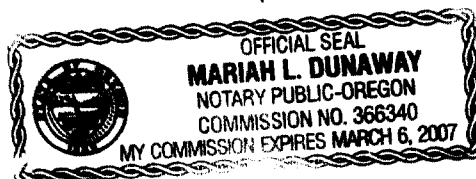
Notary Printed Name

Notary Public; State of Oregon

Qualified in the County of Washington

My commission expires: MARCH 6, 2007

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.

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 Washington)

On the 3rd day of January in the year 2006
before me, the undersigned, a Notary Public in and for said State, personally appeared
Marvin P and Sandra L. Larson,
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.

Mariah L. Dunaway
Notary Signature

Mariah L. Dunaway
Notary Printed Name

Notary Public; State of Oregon

Qualified in the County of Washington

My commission expires: March 6, 2007

Official Seal:



Drafted By: _____ ☐ Check if Construction Loan

Loan Number: 0056558510

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.

Page 5 of 5 Initial: _____

NMFL # 7111 (MAHA) Rev 11/05

Record and Return [] by Mail [] by Pickup to:

WFHM FINAL DOCS X9999-01M

1000 BLUE GENTIAN ROAD

EAGAN, MN 55121

MANUFACTURED HOME RIDER TO MODIFICATION AGREEMENT

This Rider is made this **JANUARY 03, 2006**, and is incorporated into and amends and supplements the Modification Agreement ("Modification Agreement") of the same date given by the undersigned ("Borrower") to **WELLS FARGO BANK, N.A.**

("Lender") and

covering the Property described in the Security Instrument and located at:

35707 E HWY 140, BEATTY, OR 97621

(Property Address)

Borrower and Lender agree that the Modification Agreement is amended and supplemented as follows:

1. **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.

2. Lender's Security Interest.

All of Borrower's obligations secured by the Security Instrument also shall be secured by the "Manufactured Home." This Rider amends and modifies the Security Instrument to amend and restate the description of the Property to include the "Manufactured Home" as follows:

NEW		2005 KARSTEN	ESTATE	042 x 066
New/Used	Year	Manufacturer's Name	Model Name or Model No.	Length x Width
3727235		3727235	3727235	3727235
Serial No.		Serial No.	Serial No.	Serial No.

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

WITNESS my hand and seal this 3rd day of JANUARY 2006.

Marvin P. Larson
Borrower

MARVIN P LARSON

Printed Name

Sandra L. Larson
Borrower

SANDRA L LARSON

Printed Name

Borrower

Borrower

Printed Name

Printed Name

STATE OF Oregon)
COUNTY OF Washington) ss.:

On the 3rd day of January in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared Marvin P. and Sandra L. Larson, 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.

Mariah L. Dunaway
Notary Signature

Notary Public; State of Oregon

Mariah L. Dunaway
Notary Printed Name

Qualified in the County of Washington

My commission expires: March 6, 2007

Official Seal:



Drafted By: _____

☐ Check if Construction Loan

Loan Number: 0056558513