

2006-019671

Klamath County, Oregon



09/29/2006 11:52:17 AM

Fee: \$81.00

MT-70979-DS
When recorded mail to?

WFHM FINAL DOCS X9999-01M
1000 BLUE GENTIAN RD.
EAGAN, MN 55121

MTCT4027 DS
PERMANENT LOAN EXTENSION AGREEMENT

This Permanent Loan Extension Agreement (this "Agreement") is made to be effective as of the 25th day of September, 2006, 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 30th day of May, 2006, 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 M06-11048 on the 31st day of May, 2006.

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 Eighty Thousand Dollars (U.S. \$180,000.00) 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, 2036.

"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)

John E. Ward
Name: JOHN WARD

Lynette J. Ward
Name: LYNETTE J. WARD

STATE OF OR
Klamath County ss:

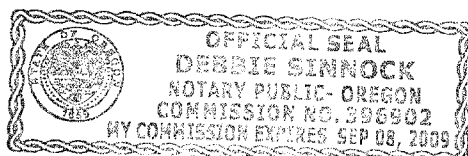
On this 27th day of Sept. 2006, I, a Notary Public in and for said county and in said state, hereby certify that JOHN E. WARD & LYNETTE J. WARD whose name(s) is/are signed to the foregoing conveyance, and who is/are know to me, acknowledged before me that, being informed of the contents of the conveyance, 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 27th day of Sept. 2006.

My Commission Expires: 9-8-09

Debbie Sinnock
Notary Public

Prepared By: Natalya Kravets



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 **SEPTEMBER 26, 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:
11821 HWY 66, KLAMATH FALLS, OR 97601
(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 | 2002 | PACIFICA | MARLETTE 562882126 | 056 x 027 |
| New/Used | Year | Manufacturer's Name | Model Name or Model No. | Length x Width |
| HER 025090 | ORA | HER 025090 | ORB | |
| Serial No. | Serial No. | Serial No. | Serial No. | |

Initial: *JEZa* *LBW*

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

WITNESS my hand and seal this 27th day of Sept, 2006.

John E. Ward
Borrower

Lynette J. Ward
Borrower

JOHN WARD
Printed Name

LYNETTE J WARD
Printed Name

Borrower

Borrower

Printed Name

Printed Name

STATE OF OR)

COUNTY OF Klamath) ss.:

On the 27th day of Sept in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared John E. Ward & Lynette J. Ward, 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.

Debbie Sinnock
Notary Signature

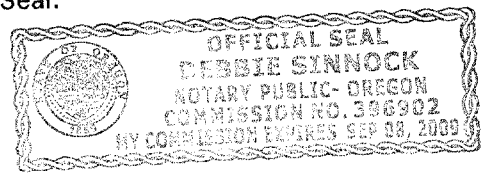
Notary Public; State of OR

Debbie Sinnock
Notary Printed Name

Qualified in the County of Klamath

My commission expires: 9-8-09

Official Seal:



Drafted By: JANICE TAYLOR

[] Check if Construction Loan

Loan Number: 0065832024

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:

3005 BISBEE ST
Street Address

KLAMATH FALLS, OR 97603, ("Present Address").
City, State Zip, County

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

| | | | | |
|-------------------|-------------|---------------------|---------------------------|------------------|
| NEW | 2002 | PACIFICA | MARLETTE 562882126 | 056 x 027 |
| New/Used | Year | Manufacturer's Name | Model Name or Model No. | Length x Width |
| HER 025090 | ORA | HER 025090 | ORB | |
| Serial No. | Serial No. | Serial No. | Serial No. | |

permanently affixed to the real property located at 11821 HWY 66
Street Address

KLAMATH FALLS, KLAMATH, OR 97601 ("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 SEPTEMBER 26, 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 27th day of Sept-2006.

John E. Ward
Borrower
JOHN WARD

Witness

Lynette J. Ward
Borrower
LYNETTE J WARD

Witness

Borrower

Witness

Borrower

Witness

STATE OF OR)
COUNTY OF Klamath) ss.:

On the 27th day of Sept. in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared John E. L. Ward & Lynette J. Ward, 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.

Debbie Sinnock
Notary Signature

Debbie Sinnock
Notary Printed Name



Notary Public; State of OR

Qualified in the County of Klamath

My commission expires: 9-8-09

Official Seal: _____

Drafted By: JANICE TAYLOR

☐ Check if Construction Loan

Loan Number: 0065832024

EXHIBIT A

PROPERTY DESCRIPTION

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

PARCEL 1

Beginning at a point in the Northerly right of way line of Klamath Falls – Ashland Highway, which point is South 37° 48' East 1298.70 feet from the section corner common to sections 28, 29, 32 and 33, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon; thence North 0° 21' West 1567.3 feet to a stake near the Southerly bank of the Emmitt Ditch; thence West 85 feet; thence South 0° 21' East 1593.13 feet, more or less, to a point on the Northerly right of way line of the Klamath Falls – Ashland Highway; thence North 72° 38' East along the Northerly line of said Highway 89.06 feet, more or less, to the point of beginning, being in the SW1/4 SW1/4 of Section 28 and the NW1/4 NW1/4 of Section 33, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 2

Beginning at a point (stake) in the Northerly right of way fence of the Klamath Falls – Ashland Highway, which stake is South 37° 48' East 1298.70 feet from the section corner common to sections 28, 29, 32 and 33, Township 39 South, Range 8 East of the Willamette Meridian Klamath County, Oregon; thence North 0° 21' West 1567.30 feet to a stake near Southerly bank of Emmitt Ditch; thence East 83.6 feet to a stake; thence South 0° 21' East 1541.25 feet to a stake in the aforesaid mentioned highway right of way fence line; thence South 72° 38' West 87.59 feet along said fence line to a point of beginning, and being in Sections 28 and 33, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

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:

JANICE TAYLOR

Preparer's Name

12550 SE 93RD AVE, SUITE 400

Preparer's Address 1

CLACKAMAS, OR 970150000

Preparer's Address 2

0065832024

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.

JOHN WARD
LYNETTE J WARD

[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 | 2002 | PACIFICA | MARLETTE | 562882126 | 056 x 027 |
| New/Used | Year | Manufacturer's Name | Model Name or Model No. | | Length x Width |
| HER | 025090 | ORA | HER | 025090 | ORB |

- | | | | |
|------------|------------|------------|------------|
| 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":
11821 HWY 66, KLAMATH FALLS, KLAMATH, OR 97601

Street or Route, City, County, State Zip Code

5. The legal description of the Property Address ("Land") is:
SEE ATTACHED LEGAL DESCRIPTION.

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 27th day of Sept., 2006.

John E. L. Ward
Homeowner #1 (SEAL)
JOHN WARD

Witness

Lynette J. Ward
Homeowner #2 (SEAL)
LYNETTE J WARD

Witness

Homeowner #3 (SEAL)

Witness

Homeowner #4 (SEAL)

Witness

STATE OF OR)
COUNTY OF Klamath) ss.:

On the 27th day of Sept. in the year 2006

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

JOHN E. L. WARD & LYNETTE J. WARD
~~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.

Debbie Sinnock
Notary Signature

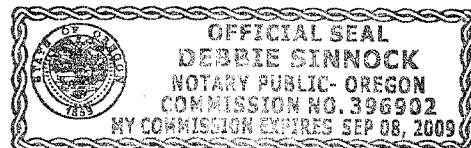
Debbie SINNOCK
Notary Printed Name

Notary Public; State of OR

Qualified in the County of Klamath

My commission expires: 9-8-09

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: Janice Taylor

Authorized Signature

STATE OF Oregon

COUNTY OF Multnomah

) ss.:

On the 26th day of September in the year 2006
before me, the undersigned, a Notary Public in and for said State, personally appeared Janice Taylor - Assistant Vice President of loan docs.
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.

Natalya Kravets

Notary Signature

Natalya Kravets

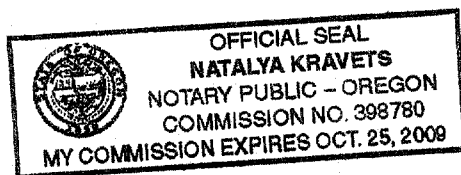
Notary Printed Name

Notary Public; State of Oregon

Qualified in the County of Multnomah

My commission expires: 10.25.09

Official Seal:



Drafted By: JANICE TAYLOR

[] Check if Construction Loan

Loan Number: 0065832024

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: JCT LGW

NMFL # 7111 (MAHA) Rev 02/06

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1

Beginning at a point in the Northerly right of way line of Klamath Falls – Ashland Highway, which point is South 37° 48' East 1298.70 feet from the section corner common to sections 28, 29, 32 and 33, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon; thence North 0° 21' West 1567.3 feet to a stake near the Southerly bank of the Emmitt Ditch; thence West 85 feet; thence South 0° 21' East 1593.13 feet, more or less, to a point on the Northerly right of way line of the Klamath Falls – Ashland Highway; thence North 72° 38' East along the Northerly line of said Highway 89.06 feet, more or less, to the point of beginning, being in the SW1/4 SW1/4 of Section 28 and the NW1/4 NW1/4 of Section 33, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 2

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