2006-019671 Klamath County, Oregon



09/29/2006 11:52:17 AM

Fee: \$81.00

MT-70979 D5 When recorded mail to: WFHM FINAL DOCS X9999-01M 1000 BLUE GENTIAN RD.

EAGAN, MN 55121

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 MOS 41048 on the 24st day of Mos 21st day of Mo 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:

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

"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]:

Adjustable Rate Rider 0

Condominium Rider

Second Home Rider

Balloon Rider 0

PUD Rider 0

1-4 Family Rider 0 Other(s) [specify]

Biweekly Payment Rider VA Rider

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

BORROWER(S)

STATE OF

County ss:

whose name(s) is/are signed to the foregoing he/she/they executed the same voluntarily and as his/her/their act on the day the same bears date.

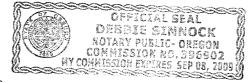
Given under my hand and seal of office this 2740 day of Sept. 30

day of Sept. 2006

My Commission Expires: 9-8-09

edii Dinnoca

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 PACI	FICA	MARLETTE 562882	126 056 _X 027
New/Used	Year Manu	ıfacturer's Name	Model Name or Model N	
HER 025	090 ORA	HER 025090	ORB	
Serial No.	1	Serial No.	Serial No.	Serial No.
# 2970 (MH	MA) Rev. 02/06	3	Initial: 1874 Ab.M	Page 1 of 2

WITNESS my hand and seal this 2 M day of Supt 2006 Borrower JOHN WARD Printed Name Borrower Borrower Borrower Printed Name Borrower Printed Name STATE OF OR On the 2 M day of Supt in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared of 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. What y Signature Notary Signature Notary Printed Name My commission expires: Official Seal: Official Seal: Official Seal: OFFICIAL SEAL PUBLIC DREON OFFICIAL OFFICIAL SEAL PUBLIC DREON OFFICIAL SEAL PUBLIC DREON OFF	By signing below, Borrower accepts and agrees t	to the terms and covenants contained in this Rider.
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0065932024	Drafted By: JANICE TAYLOR	[] Check if Construction Loan
	Loan Number: 0065832024	

Record and Return [] by Mail [] by Pickup writh Final DOCS X9999-01M	to:	
1000 BLUE GENTIAN ROAD		
EAGAN, MN 55121		
REAL PROPERTY AND MANUFACT (To execute or release title, mortgage or deed of trust, proceeds.)		
The undersigned borrower(s), whether one at:	or more, each referred to below a	s "I" or "me," residing
3005 BISBEE ST		
	Street Address	
KLAMATH FALLS, OR 97603,		("Present Address").
City, State Zip, County		
I am the Buyer/Owner of the following man	oufactured home (the "Manufactu	red 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. Seria	l No.
permanently affixed to the real property loc	cated at 11821 HWY 66	New at Address
		Street Address
KLAMATH FALLS, KLAMATH, OR 97601	("Property	y Address") and as more
Page 1 of 4 Initial: FEXE ANMFL # 7110 (MALA) Rev 02/06		

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.

Page 2 of 4 Initial: 15 2 4 NMFL # 7110 (MALA) Rev 02/06

Witness Borrower Witness Witness Witness Witness STATE OF	John E & Caral Borrower	Witness
Borrower Witness STATE OF DR On the 27/1 day of Sept in the year 2006 before, before, before, before, and the undersigned, a Notary Public in and for said State, personally appeared John L. Unan V. Unan	JOHN WARD	
Borrower Witness STATE OF DR COUNTY OF Klamath On the 27th day of Sept in the year 2006 before, the undersigned, a Notary Public in and for said State, personally appeared 30th Dr. Ward Vyweffe J. Ward Desconally known to me or proved to me on the basis of satisfactory evidence to be the individual vershe/they executed the same in his/her/their capacity(ies), and that by-his/her/their signature(she instrument, the individual(s), or the person on behalf of which the individual(s) acted, execut he instrument. Allocary Signature Description Signature Allocary Public; State of DR Description State of DR Desc		Witness
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Orafted By: JANICE TAYLOR [] Check if Construction Loan	Notary Public; State of DR	OFFICIAL SEAL OFFICIAL SEAL DEBBIE SIMMOCK HOTH THE SIMMOCK COMMISSION NO. 2 86502 NY COMMISSION EMPRES SEA 12, 26000
Prafted By: JANICE TAYLOR [] Check if Construction Loan	Deboic Sivuolik Notary Printed Name Notary Public; State of DR Qualified in the County of Klamath	OFFICIAL SEAL DESIGN OCK BOTANY PUBLIC- OREGON COMMISSION NO. 3 8 6 5 0 2 NY COMMISSION EXPIRES SEA 18, 2009 0
	Notary Printed Name Notary Public; State of DR Dualified in the County of Klampth	OFFICIAL SEAL DESIGN SINNOCM HOTARY PUBLIC- OR SON COMMISSION RO. 3 8 6 9 0 2 00 MY COMMISSION EXPIRES SEA 12, 2009 0
	Notary Printed Name Notary Public; State of <u>DR</u> Qualified in the County of <u>K/Ama+h</u> My commission expires: <u>G-6-09</u>	OFFICIAL SEAL DESIGNES SINNOCK NOTARY PUBLIC - ORESON COMMISSION NOTARES SERVE, 2009
oan Number: 0065832024	Notary Printed Name Notary Public; State of Qualified in the County of My commission expires: G-6-09 Official Seal:	OFFICIAL SEAL DEBRIE SINNOCK HOTARY PUBLIC- ORESON COMMISSION NO. 3 86 9 0 2 NY COMMISSION EXPIRES 5 20 12, 2009
	Notary Printed Name Notary Public; State of OR Qualified in the County of Klamath My commission expires: G-8-09 Official Seal: Drafted By: JANICE TAYLOR	OFFICIAL SEAL DESIGNES SINNOCK HOTARY PUBLIC- ORESON COMMISSION NO. 3 86 9 02 PY COMMISSION EXPIRES SEA 12, 2009 [] Check if Construction Loan

NMFL # 7110 (MALA) Rev 02/06

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.

Page 4 of 4 Initial: (C X 42) 7 7 7 NMFL # 7110 (MALA) Rev 02/06

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
10550 55 0000 0000
12550 SE 93RD AVE, SUITE 400
Preparer's Address 1
CLACKAMAS, OR 970150000
Preparer's Address 2
0065832024
Loan Number
LUGIT 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.

Page 1 of 5 Initial: (F 7 4) MMFL # 7111 (MAHA) Rev 02/06

	N WARD TTE J WA	RD ·				The standard control of the st
being	g duly swor	[type the rn, on his or her oa		meowner signing this Affida	∍vit]:	
1.	Homeowi	ner owns the mani	ufactured hom	e ("Home") described	as follows:	
NEW	2002	PACIFICA		MARLETTE 5628821	26	056 _X 027
New/l	Jsed Year	Manufacturer's Name		Model Name or Model No	. L	ength x Width
HER	025090 0	RA HER 0250	90 ORB			
Serial 2.	The Home	Serial No. e was built in com andards Act.		Serial No. ne federal Manufacture	Serial No. ed Home Cons	struction and
3.	manufact	urer's warranty for	r the Home, (ii	of the Home, Homeow) the Consumer Manua v) the formaldehyde he	al for the Hor	ne, (iii) the
4. 1182		e is or will be locat , KLAMATH FALLS		wing "Property Addres	ss":	
Stree	t or Route,	City, County, Sta	te Zip Code			
5. SEE		description of the		ess ("Land") is:		
		· · · · · · · · · · · · · · · · · · ·				
	······································					
						
6.	the real p			or, if not the owner o		
7.	foundation manufaction warranty, electricity	n, constructed in a urer's specification and permanently (, sewer) ("Perman	ccordance with s in a manner connected to a ently Affixed"	to the Land by attached applicable state and sufficient to validate appropriate residential by The Homeowner intovement to the Land.	local building any applicable utilities (e.g.,	g codes and e manufacturer's water, gas,
				that are or are to become fi es of real estate are recorded		and described herein
Page 2	2 of 5 Init # 7111 (MAF	ial: <u> </u>	NM			

- 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.
X_1	The manufacturer's certificate of origin and/or certificate of title to the Home \(\frac{1}{2} \) 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.

Page 3 of 5 Initial: 26 4 4 NMFL # 7111 (MAHA) Rev 02/06

HJ. II

resence of the undersigned wi		day of	
0 0	, 2006 .		
ahn Exame	·		
omeowner #1 (SEAL) JOHN WARD	Witness		
Tepetto J. Mari	d Witness		
ongeowner #2 (SEA)	Witness		
omeowner #3 (SEAL)	Witness		
omeowner #4 (SEAL)	Witness		
COUNTY OF KIAMATA) ss.:)		
On the 21th day	of Sept.		in the year <i>3006</i>
efore me, the undersigned, a land of the service of the control of	ved to me on the basi ed to the within instru in-his/her/their capac), or the person on be	S of satisfactor ument and ackrity(ies), and the	y evidence to be the individu nowledged to me that at by his/her/ their signature(s
Mulli Sunnoc lotary Signature		Notary Printed	<u> S'NNOCIC</u> d Name
lotary Public; State of <i>OR</i>		Qualified in th	ne County of <u>K/AMA+h</u>
My commission expires: $9-8$	-09		33333333333333333
Official Seal:			OFFICIAL SEAL DEBRIE SINNOCK DTARY PUBLIC- OREGON MMISSION NO. 396902

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 4 of 5

NMFL # 7111 (MAHA) Rev 02/06

Lender's Statement of Intent:

improvement to the Land. WELLS FARCO BANK, N.A. Lender By: Authorized Signature STATE OF VEGON On the 26th day of the present of the year 206 before me, the undersigned, a Notary Public in and for said State, personally appeared Tanice Town Assistant vice Resident of Loan dos,
Lender By:
By: Authorized Signature STATE OF OVEGON On the 26th day of State, personally appeared STATE OF OWN OF ASSISTANT VICE RESIDENT OF LOAN 40CS,
STATE OF OVEROND) ss.: COUNTY OF Multho mon) ss.: On the 26th day of permoer in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared 3000 (17 out of 10 out docs).
On the 26th day of September in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared 3000 Toylor ASSISTANT VICE RESIDENT OF Joan 2005.
On the 26th day of September in the year 206 before me, the undersigned, a Notary Public in and for said State, personally appeared 3000 Town ASSISTANT VICE RESIDENT OF Joan 2005,
before me, the undersigned, a Notary Public in and for said State, personally appeared Janice Toxon ASSISTANT VICE President Of Joan 2005,
before me, the undersigned, a Notary Public in and for said State, personally appeared Janice Toxon ASSISTANT VICE President Of Joan 2005,
JOINICE TOURS ASSISTANT VICE MESIDENT OF TOWN AUCS.
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 Rovers Natalya Rovers
Notary Signature Notary Printed Name
Notary Public; State of Oregon Qualified in the County of Multinon
My commission expires: $10.25.09$
Official Seal:
OFFICIAL SEAL NATALYA KRAVETS NOTARY PUBLIC - OREGON NOTARY PUBLIC - OREGON
COMMISSION NO. 398780 MY COMMISSION EXPIRES OCT. 25, 2009
Drafted By: JANICE TAYLOR [] Check if Construction Loan
Loan Number: 0065832024
ATTENTION COUNTY OF FOW This is a second of the second of
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: (XXX) XX

EXHIBIT "A" LEGAL DESCRIPTION

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