

MTC 76583LN
AFTER RECORDING
RETURN TO: WFHM FINAL DOCS X9999-01M
1000 BLUE GENTIAN RD
EAGAN, MN 55121

2007-001608
Klamath County, Oregon



00013978200700016080150157

01/30/2007 11:36:12 AM

Fee: \$91.00

PERMANENT LOAN EXTENSION AGREEMENT

This Permanent Loan Extension Agreement (this "Agreement") is made to be effective as of the 24th day of January, 2007, 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 28th day of September, 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 #2006-020067 on the 5th day of October, 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 Eighteen Thousand and 00/100 Dollars (U.S. \$118,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than February 01, 2037.

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

- ☐ Adjustable Rate Rider
- ☐ Balloon Rider
- ☐ VA Rider

- ☐ Biweekly Payment Rider

Manufactured Home Affidavit of
Affixation / Real Property and
Manufactured Home Limited
Power of Attorney

- ☐ Condominium Rider
- ☒ PUD Rider

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

☒ Other(s) [specify]-

Manufactured Home Rider /

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

BORROWER(S)

Name: Melvin Goguey

Name: Helen Goguey

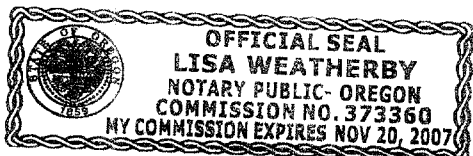
STATE OF Oregon

Klamath County ss:

On this 25 day of January 2007, I, a Notary Public in and for said county and in said state, hereby certify that Melvin Goguey + Helen Goguey 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 25 day of January 2007.

My Commission Expires: 11/20/07



Lisa Weatherby
Notary Public

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **24TH** day of **JANUARY, 2007**, 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") 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 and located at: **73925 CLOUDCAP DRIVE, CHILOQUIN, OR 97624**

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in **COVENANTS, CONDITIONS AND RESTRICTIONS** (the "Declaration"). The Property is a part of a planned unit development known as **MT. SCOTT MEADOWS AKA MT. SCOTT PINES HOMEOWNERS ASSOCIATION**

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:


A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

0067816561

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

Page 1 of 3

Form 3150 1/01

-7R (0008)

VMP MORTGAGE FORMS - (800)521-7291

Initials: 



B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

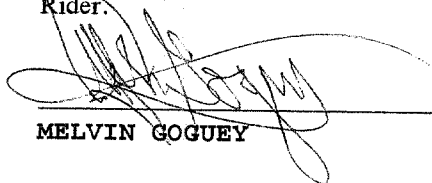
C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

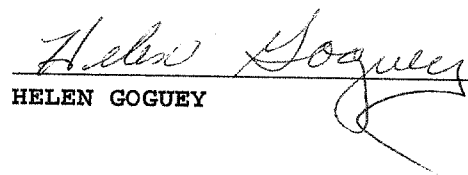
E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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



MELVIN GOGUEY (Seal)
-Borrower



HELEN GOGUEY (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

MANUFACTURED HOME RIDER TO MODIFICATION AGREEMENT

This Rider is made this **JANUARY 24, 2007**, 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.**

covering the Property described in the Security Instrument and located at:
73925 CLOUDCAP DRIVE, CHILOQUIN, OR 97624
(Property Address)

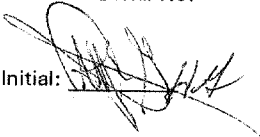
Borrower and Lender agree that the Modification Agreement is amended and supplemented as follows:

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	2006 FUQUA HOMES	BEAR CREEK 1411	040 x 025
New/Used	Year	Manufacturer's Name	Model Name or Model No.
FH3120366A06PS	FH3120366B06PS		
Serial No.	Serial No.	Serial No.	Serial No.

Initial: 

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

WITNESS my hand and seal this 25 day of January 2007.
Borrower Melvin Goguey Borrower Helen Goguey

MELVIN GOGUEY

Printed Name

HELEN GOGUEY

Printed Name

Borrower

Borrower

Printed Name

Printed Name

STATE OF Oregon
COUNTY OF Klamath) ss.:

On the 25 day of January in the year 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared Melvin Goguey + Helen Goguey, 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.

Lisa Weatherby
Notary Signature

Notary Public; State of Oregon

Lisa Weatherby
Notary Printed Name

Qualified in the County of Klamath

My commission expires: 11/20/07

Official Seal:



Drafted By: JANICE TAYLOR

☐ Check if Construction Loan

Loan Number: 0067816561

0067816561

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

0067816561

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.

MELVIN GOGUEY
HELEN GOGUEY

[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	2006	FUQUA HOMES	BEAR CREEK 1411	040 x 025
New/Used	Year	Manufacturer's Name	Model Name or Model No.	Length x Width
FH3120366A06PS		FH3120366B06PS		
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":
73925 CLOUDCAP DRIVE, CHILOQUIN, KLAMATH, OR 97624

Street or Route, City, County, State Zip Code

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

LOT 8, BLOCK 26 OF TRACT NO. 1027 MT SCOTT MEADOWS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

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 25 day of January, 2007.

Homeowner #1 (SEAL)
MELVIN GOGUEY

Witness

Homeowner #2 (SEAL)
HELEN GOGUEY

Witness

Homeowner #3 (SEAL)

Witness

Homeowner #4 (SEAL)

Witness

STATE OF Oregon)
COUNTY OF Klamath) ss.:

On the 25 day of January in the year 2007

before me, the undersigned, a Notary Public in and for said State, personally appeared Melvin Goguey and Helen Goguey, 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.

Lisa Weatherby
Notary Signature

Lisa Weatherby
Notary Printed Name

Notary Public; State of Oregon

Qualified in the County of Klamath

My commission expires: 11/20/07

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.

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 Clackamas

SS.:

On the 23RD day of JANUARY in the year 2007
before me, the undersigned, a Notary Public in and for said State, personally appeared

JANICE 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: [Signature]

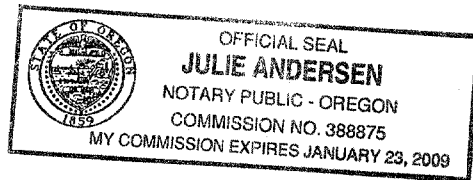
Julie Andersen
Notary Printed Name

Notary Public; State of Oregon

Qualified in the County of Clackamas

My commission expires: 1-23-09

Official Seal:



Drafted By: JANICE TAYLOR

☐ Check if Construction Loan

Loan Number: 0067816561

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: [Signature]

NMFL # 7111 (MAHA) Rev 02/05

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:

11640 RD. 252

Street Address

PORTERVILLE, CA 93257,

City, State Zip, County

("Present Address").

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

NEW	2006	FUQUA HOMES	BEAR CREEK 1411	040 x 025
New/Used	Year	Manufacturer's Name	Model Name or Model No.	Length x Width
FH3120366A06PS		FH3120366B06PS		
Serial No.		Serial No.	Serial No.	Serial No.

permanently affixed to the real property located at 73925 CLOUDCAP DRIVE

Street Address

CHILOQUIN, KLAMATH, OR 97624

City, County, State Zip

("Property Address") and as more

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 24, 2007 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 25 day of January 2007.

Borrower
MELVIN GOGUEY

Witness

Helen Goguey
Borrower
HELEN GOGUEY

Witness

Borrower

Witness

Borrower

Witness

STATE OF Oregon
COUNTY OF Klamath

ss.:

On the 25 day of January in the year 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared Melvin Goguey and Helen Goguey, 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.

Lisa Weatherby
Notary Signature

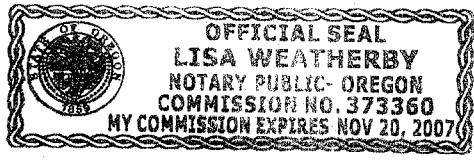
LISA Weatherby
Notary Printed Name

Notary Public; State of Oregon

Qualified in the County of Klamath

My commission expires: 11/20/07

Official Seal: _____



Drafted By: JANICE TAYLOR

☐ Check if Construction Loan

Loan Number: 0067816561

EXHIBIT A

PROPERTY DESCRIPTION

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

LOT 8, BLOCK 26 OF TRACT NO. 1027 MT SCOTT MEADOWS, ACCORDING TO
THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY
CLERK OF KLAMATH COUNTY, OREGON.