0070523618

2007-008307 Klamath County, Oregon

00024909200700092070470472

05/08/2007 01:52:26 PM

Fee: \$101.00

Until a change is requested all tax statements shall be sent to the following address.

WELLS FARGO REAL ESTATE TAX

SERVICES, LLC

1 HOME CAMPUS X2502-011

DES MOINES, IA 50328-0001

**RETURN TO:** 

First American Title/NLA SE 4033 Tampa Road #101 Oldsmar, Florida 34677 K

TAX ACCOUNT NUMBER R87290

-[Space Above This Line For Recording Data]-

State of Oregon

DEED OF TRUST

FHA Case No.

431-4254459 703

T-866588 D-417265-17

THIS DEED OF TRUST ("Security Instrument") is made on APRIL 21, 2007

The Grantor is MICHEAL D PARSONS AND MELODY K PARSONS, HUSBAND AND WIFE

ALA MICHAEL DOOR TOY SOLD AND ALA MICHAEL DOOR TOWN AND ALA MICHAEL DOOR TOWN AND ALA MICHAEL DOOR TOWN

AKA Micheal Dean Farsons and AKA Melody May Parsons, or survivor

("Borrower"). The trustee is FIDELITY NATIONAL TITLE INS CO, 10540 S.E. STARK, PORTLAND, OR 97216

("Trustee"). The beneficiary is WELLS FARGO BANK, N.A.

which is organized and existing under the laws of THE UNITED STATES whose address is P.O. BOX 11701, NEWARK, NJ 071014701

, and

("Lender"). Borrower owes Lender the principal sum of NINETY EIGHT THOUSAND NINE HUNDRED SIXTY TWO AND 00/100

Dollars (U.S. \$ \*\*\*\*\*98, 962.00 )

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MAY 01, 2037

. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance

FHA Oregon Deed of Trust - 4/96

4R(OR) (0104)

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 8

111

tials: MRD

of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in KLAMATH County, Oregon:

PLEASE ATTACH LEGAL DESCRIPTION

TAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, P.O. BOX 11701, NEWARK, NJ 071014701

which has the address of 5210 AVALON ST, KLAMATH FALLS

[Street, City],

97603 Oregon

[Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

- 1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
- 2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.



Page 2 of 8

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

<u>First</u>, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

<u>Second</u>, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or



Initials: MAP

abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

- 6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.
- 7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

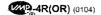
Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the hen in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

- 8. Fees. Lender may collect fees and charges authorized by the Secretary.
- 9. Grounds for Acceleration of Debt.
  - (a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
    - (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
    - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
  - (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:



Initials:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.
- 10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.
- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (e) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.



Initials: MAP

- 13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- 15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.



Initials: MKP

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act")(12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

- 19. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.
- 20. Substitute Trustee. Lender may, from time to time, remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.
- 21. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.



Page 7 of 8

Initials: MP

any rider(s) executed by Borrower and recorded with it. Witnesses:	es to the terms contained in this Security Instrument and in
	Mahay Barran (Seal)
	MICHEAL DE PARSONS OFTAN ROYSON BOTTOWER
	MELODY K PARSONS (Seal)
(Scal)	HEA melody kay larsons
-Borrower	-Borrower
(Seal)	(Seal)
-Borrower	-Borrower
(Seal)	(Seal) -Borrower
On this 21 day of April MICHEAL D PARSONS AND MELODY & PARSONS  **AKA: micheal Dean Parsons  **AKA: melody Kay Parsons	
the foregoing instrument to be <b>THEIR</b> My Commission Expires: 12/19/2008 (Official Seal)	woluntary act and deed.  Before me:
	Notary Public for Oregon 11 and for the strike
	And Oregon County of Klamath
	8
	OFFICIAL SEAL YVETTE D CORWIN MOTARY PUBLIC - OREGON COMMISSION NO. 387861 MY COMMISSION EXPIRES DECEMBER 19, 2008

P-4R(OR) (0104)

## EXHIBIT "A"

ALL THAT CERTAIN LAND SITUATED IN THE STATE OF OR, COUNTY OF KLAMATH, CITY OF KLAMATH FALLS, DESCRIBED AS FOLLOWS:

LOCATED IN T 39 S., R. 9 E., SW 1/4 NW 1/4 SEC. 15, ALTAMONT SMALL FARMS, LOT 14 PARCEL #2 OF PARTITION NO. 49-91, CONTAINING 0.61 ACRES MORE OR LESS.

A.P.No:

R872910



Page 1 of 3 Initial: MDP MCP NMFL # 7109 (MAHR) Rev 02/06

Record and Return [] by Mail [] by Pickup to:  WFHM FINAL DOCS X9999-01M  1000 BLUE GENTIAN ROAD  EAGAN, MN 55121		
MANUFACTURED HOME RIDE	R TO SECURITY INS	TRUMENT
This Rider is made this april 21, 2007 supplements the Mortgage, Open-End Mortgage, De Security Deed ("Security Instrument") of the same disecure Borrower's Note to wells fargo bank, it	ate given by the undersign	Deed of Trust,
/IIII atall) and according the Department of a sile of in the		f the same date
("Note") and covering the Property described in the 5210 AVALON ST, KLAMATH FALLS, OR 97603		cated at:
(Property Address		
Borrower and Lender agree that the Security Instruntion		4
<ol> <li>Meaning of Some Words. As used in this R Note, the Security Instrument and any Construment, the Security Instrument and any Construment and any Construment shall have the same meaning in the strument shall have the same meaning in the substrument shall have the same meaning in the substrument</li></ol>	uction Loan Agreement, an rity Instrument, includes the All terms defined in the Notice Rider.  CONFLICT BETWEENTHE TRUMENT, THE PROVISIOUSIONS IN THE SECURAS IS NECESSARY TO MARIDER.  obligations secured by the	d the term  e "Manufactured  ote or the Security  E PROVISIONS IN THIS ONS IN THIS RIDER RITY INSTRUMENT WILL  AKE ALL OF THE  ne Security Instrument
New/Used Year Manufacturer's Name	Model Name or Model No.	057 x 027 Length x Width
11818361AP 11818361BP	index indicate works in	Longar A Width
Serial No. Serial No.	Serial No.	Serial No.

4. Affixation. Borrower covenants and agrees:

(a) to affix the Manufactured Home to a permanent foundation on the Property;

(b) to comply with all Applicable Law regarding the affixation of the Manufactured Home to the Property;

- (c) upon Lender's request, to surrender the certificate of title to the Manufactured Home, if surrender is permitted by Applicable Law, and to obtain the requisite governmental approval and documentation necessary to classify the Manufactured Home as real property under Applicable Law;
- (d) that affixing the Manufactured Home to the Property does not violate any zoning laws or other local requirements applicable to the Property;
- (e) that the Manufactured Home will be, at all times and for all purposes, permanently affixed to and part of the Property.
- 5. Charges; Liens. Section 4, Paragraph 1 of the Security Instrument is amended to add a new third sentence to read:

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

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

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

- 7. **Notices.** The second sentence of Section 15 of the Security Instrument is amended by inserting the words "unless otherwise required by law" at the end.
- 8. AdditionalEvents of Default. Borrower will be in default under the Security Instrument:
  - (a) if any structure on the Property, including the Manufactured Home, shall be removed, demolished, or substantially altered;
  - (b) if Borrower fails to comply with any requirement of Applicable Law (Lender, however, may comply and add the expense to the principal balance Borrower owes to Lender); or
  - (c) if Borrower grants or permits any lien on the Property other than Lender's lien, or liens for taxes and assessments that are not yet due and payable.
- Notice of Default. If required by Applicable Law, before using a remedy, Lender will send Borrower any notice required by law, and wait for any cure period that the law may require for that remedy.
- 10. AdditionalRights of Lenderin Event of Foreclosureand Sale. In addition to those rights granted in the Note and Security Instrument, Lender shall have the following rights in the event Lender commences proceedings for the foreclosure and sale of the Property.
  - (a) At Lender's option, to the extent permitted by Applicable Law, Lender may elect to treat the Manufactured Home as personal property ("Personal Property Collateral"). Lender may repossess peacefully from the place where the Personal Property Collateral is located without Borrower's permission. Lender also may require Borrower to make the Personal Property Collateral available to Lender at a place Lender designates that is reasonably convenient to Lender and Borrower. At Lender's option, to the extent permitted by Applicable Law, Lender may detach and remove Personal Property Collateral from the Property, or Lender may take possession of it and leave it on the Property. Borrower agrees to cooperate with Lender if Lender exercises these rights.

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- (b) After Lender repossesses, Lender may sell the Personal Property Collateral and apply the sale proceeds to Lender's reasonable repossession, repair, storage, and sale expenses, and then toward any other amounts Borrower owes under the Loan Documents
- (c) In the event of any foreclosure sale, whether made by Trustee, or under judgment of a court, all of the real and Personal Property Collateral may, at the option of Lender, be sold as a whole or in parcels. It shall not be necessary to have present at the place of such sale the Personal Property Collateral or any part thereof. Lender, as well as Trustee on Lender's behalf, shall have all the rights, remedies and recourse with respect to the Personal Property Collateral afforded to a "Secured Party" by Applicable Law in addition to, and not in limitation of, the other rights and recourse afforded Lender and/or Trustee under the Security Instrument.

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

WITNESS my hand and seal this	-1 day of A pril 2007
Who houl Desere	melody K Passons
Borrower	Borrower
MICHEAL D PARSONS	MELODY K PARSONS
Printed Name AKA Michael Dean Farsons	Printed Name AKA Melody Kay Parsons
Borrower	Borrower
Printed Name	Printed Name
STATE OF Oregon COUNTY OF Klamath	) ) ss.: )
On the 21 day of April me, the undersigned, a Notary Public in and for said April Parsons and	in the year 2007 before  State, personally appeared  Melody K. Parsons
whose name(s) is (are) subscribed to the within inst he/she/they executed the same in his/her/their capa the instrument, the individual(s), or the person on be the instrument with the in	is of satisfatory evidence to be the individual(s) rument and acknowledged to me that city(ies), and that by his/her/their signature(s) on ehalf of which the individual(s) acted, executed
Notary Signature  XIETHED CORWIN  Notary Printed Name	Qualified in the County of Klamest
My commission expires: (2/19/2008	Official Seal:
Drafted By: MICHEAL D PARSONS	_ [ ] Check if Construction Loan
Loan Number: 0070523618	
Page 3 of 3 NMFL # 7109 (MAHR) Rev 02/06	OFFICIAL SEAL YVETTE D CORWIN NOTARY PUBLIC - OREGON COMMISSION NO. 387861 MY COMMISSION EXPIRES DECEMBER 19, 2008

## MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

Record and Return [] by Mail [] by WFHM FINAL DOCS X9999-01M	Pickup to:
1000 BLUE GENTIAN ROAD	
EAGAN, MN 55121	
This Instrument Prepared By:	
LANITA THOMAS	
Preparer's Name	_=_
2701 WELLS FARGO WAY,	
Preparer's Address 1	4 5 4
MINNEAPOLIS, MN 554670000	CX
Preparer's Address 2	<b>→</b> • • • • • • • • • • • • • • • • • • •
0070523618	
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 filled for record in the records where conveyances of real estate are recorded.

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	CHEAL D PAR			
bei	ng duly swor	[type the name on the country on his or her oath state	of each Homeowner signing this Affidavit]:	
1.	Homeowr	ner owns the manufacture	d home ("Home") described as folk	ows:
USE		REDMAN HOMES	6083BD	057 <sub>x</sub> 027
New	/Used Year	Manufacturer's Name	Model Name or Model No.	Length x Width
118	318361AP	11818361BP		
Seria 2.	al No. The Home Safety Sta	Serial No.  was built in compliance andards Act.	Serial No. Seri with the federal Manufactured Hom	al No. e Construction and
<ul><li>3.</li><li>4.</li><li>521</li></ul>	Insulation The Home O AVALON S	Disclosure for the Home, is or will be located at th	ouyer of the Home, Homeowner is in me, (ii) the Consumer Manual for the and (iv) the formaldehyde health no e following "Property Address": CLAMATH, OR 97603	(1)
5.	The legal of	City, County, State Zip Codescription of the Property LEGAL DESCRIPTION		(O).
TAX NEWA		S SHOULD BE SENT TO 71014701	: WELLS FARGO HOME MORTGA	GE, P.O. BOX 11701,
3.		wner is the owner of the perty pursuant to a lease this Affidavit.	Land or, if not the owner of the Lar in recordable form, and the conser	nd, is in possession of nt of the lessor is
	manufacture warranty, a electricity, s	er's specifications in a mand permanently connected ewer) ("Permanently Affix	hored to the Land by attachment to e with applicable state and local bu inner sufficient to validate any appli d to appropriate residential utilities ( sed"). The Homeowner intends that improvement to the Land.	ilding codes and cable manufacturer's
TTEN		-	goods that are or are to become fixtures	on the land decrethed by

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- 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:

  [Closingand Agent: please refer to the Manufactured Home and Land SupplementalClosing Instructionsfor completioninstructions.

	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.
ЦÚ	The manufacturer's certificate of origin and/or certificate of title to the Home shall be [ ] has been eliminated as required by applicable law.
ليا	The Home shall be covered by a certificate of title.
This A	Affidavit is executed by Homeowner(s) pursuant to applicable state law.

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13.

presence of the undersigned witness		day of	esence and in the	
Agril All	<u>, 2007</u> .			
Homeowner #1 (SEAL)  MICHEAL D PARSONS  THE PROPERTY OF THE PR	Witness		anneste de	
Melody Kharsons Homeowner #2 (SEAL)	Witness			
MELODY K PARSONS PKA Melody Kay P	Parsons			
Homeowner #3 (SEAL)	Witness	National Control of the Control of t		
Homeowner #4 (SEAL)	Witness			
STATE OF Oregon	)	+ (		·
COUNTY OF Klamafer	) ss.: )		O'	
On the Z day of	April	-	in the year 200	7
before me, the undersigned a Nota  Michael D. Corso  personally known to me or proved to	ns & Melody	K. Harsons	<del>/</del>	(s)
whose name(s) is(are) subscribed to .he/she/they executed the same in he the instrument, the individual(s), or the instrument.	o the within instrument is/her/their capacity(is the person on behalf	nt and acknowledged es), and that by <del>his/</del> / of which the individu	l to me that <del>her</del> /their signature(s) al(s) acted, execute	on d
the instrument RARAMichae	Man Mosons	Liette I	Coww Or	an Notary Publi
Notary Signature	9	otary Printed Name		
Notary Public; State of Notary Public; State of		Qualified in the Cou	nty of Klama	4h_
My commission expires: 12 19 2	<u>8001</u>		FICIAL SEÁL	
Official Seal.		YVE NOTA COM	RY PUBLIC - OREGON MISSION NO. 387861	
	-	MY COMMISSION EX	PIRES DECEMBER 19, 2008	

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## 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.
By: Authorized Signature CHANDA JOHN SON
STATE OF Florida ) COUNTY OF PINEUGS )
On the day of
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.
The instrument.
Notary Signature Notary Printed Name
Notary Public; State of Florian Qualified in the County of Public State of Pride Qualified in the County of Public State of Pu
My commission expires: $3(10)08$
Official Seal:
Commission Expires My Commission Expires
Drafted By: LANITA THOMAS [ ] Check if Construction Loan
Loan Number: 0070523618
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