

MTCT8194-LW  
Document Return Address:  
Wells Fargo Bank, N.A.  
12550 S.E. 93<sup>rd</sup> Ave Ste. 400  
MAC# P6083-041  
Clackamas, OR 97015  
Loan # 0072007461  
Prepared by Valerie Livingston

2007-014471  
Klamath County, Oregon



08/16/2007 11:39:09 AM

Fee: \$76.00

**PERMANENT LOAN EXTENSION AGREEMENT  
MODIFICATION  
NEW CONSTRUCTION**

This Permanent Loan Extension Agreement (this "Agreement") is made to be effective as of the 13<sup>th</sup> day of August, 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 8<sup>th</sup> day of February, 2007, 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 and all other terms of the Security Instrument not amended hereby remain in full force and effect.

**ORIGINAL MORTGAGE RECORDING INFORMATION**

Document Number 2007-002610 Date of Recording 02/14/07  
County, State of Recording Klamath County, Oregon Book and Page Number

**Property Address** 45853 Sycan Road  
Beatty, OR 97621

**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 Wells Fargo Bank, N.A., P.O. Box 10304, Des Moines, IA 50306-0304.

**"Note".** The Note states that the Borrower owes Lender **One Hundred Ninety-Six Thousand Dollars (U.S. \$196,000.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **September 01, 2037**.

76 AMT

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

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider      | <input type="checkbox"/> Second Home Rider                          |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> PUD Rider              | <input type="checkbox"/> 1-4 Family Rider                           |
| <input type="checkbox"/> VA Rider              | <input type="checkbox"/> Biweekly Payment Rider | <input checked="" type="checkbox"/> Other(s) [specify] Manufactured |

Home Rider, Manufactured Home Power of Attorney, Manufactured Affidavit of Affixation, Permanent Loan Addendum

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

**BORROWER(S)**

Rudy J Velik  
Name: **Rudy J Velik**

Name: \_\_\_\_\_

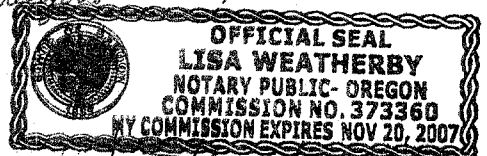
STATE OF **Oregon**

County ss: ~~Clackamas~~ Klamath

On this 14 day of August 2007, I, a Notary Public in and for said county and in said state, hereby certify that                      whose name(s) is/are signed to the foregoing conveyance, and who is/are known 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.

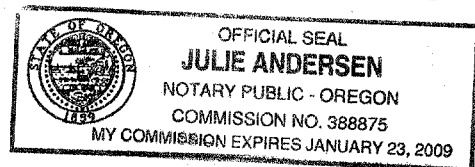
Given under my hand and seal of office this 14 day of August 2007

My Commission Expires: 11/28/07



Lisa Weatherby  
Notary Public

Janice Taylor  
**LENDER SIGNATURE**  
Name **Janice Taylor**  
**THE STATE OF Oregon**  
**COUNTY OF Clackamas**



BEFORE ME, the undersigned authority, on this day personally appeared **Janice Taylor** as of **Assistant Vice President of Loan Documentation of Wells Fargo Home Mortgage**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed, in the capacity therein stated, as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13<sup>th</sup> day of August.

My Commission Expires: 1-23-09

Julie Andersen  
Notary Public for the State of Oregon.  
Name: Julie Andersen

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:

45853 SYCAN RD

Street Address

BEATTY, OR 97621

("Present Address").

City, State Zip, County

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

NEW	2007	FLEETWOOD	BARRINGTON	071 x 040
New/Used	Year	Manufacturer's Name	Model Name or Model No.	Length x Width
<u>WAFL731A19511-BA13 WAFLS731A19511-BA1 WAFL731A19511-BA13</u>				
Serial No.	Serial No.	Serial No.	Serial No.	

permanently affixed to the real property located at 45853 SYCAN ROAD

Street Address

BEATTY, KLAMATH, OR 97621

("Property Address") and as more

City, County, State Zip

particularly described on Exhibit A attached hereto (the "Real Property"). I do hereby irrevocably make, constitute, appoint and authorize with full powers of substitution, WELLS FARGO BANK, N.A.

("Lender"), its successors, assigns or designees as my agent and attorney-in-fact, in my name, place and stead in any way which I could do, if I were personally present, with full power of substitution and delegation, (1) to complete, execute and deliver, in my name or Lender's name, any and all forms, certificates, assignments, designations, releases or other documentation as may be necessary or proper to implement the terms and provisions of the Security Instrument dated AUGUST 13, 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 14 day of August 2007.

Rudy J Velik  
Borrower  
RUDY J VELIK

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Witness

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Borrower

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Witness

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Witness

STATE OF Oregon )  
COUNTY OF Klamath ) ss.:

On the 14 day of August in the year 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared Lisa Weatherby Rudy J Velik, 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: 0072007461

## EXHIBIT A

### PROPERTY DESCRIPTION

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

GOVERNMENT LOTS 1 AND 2 IN SECTION 31, TOWNSHIP 35 SOUTH, RANGE  
13 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

## MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

Record and Return ☐ by Mail ☐ by Pickup to:

WFHM FINAL DOCS X9999-01M

1000 BLUE GENTIAN ROAD

EAGAN, MN 55121

This Instrument Prepared By:

JANICE TAYLOR

Preparer's Name

12550 SE 93RD AVE, SUITE 400

Preparer's Address 1

CLACKAMAS, OR 970150000

Preparer's Address 2

0072007461

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.

RUDY J VELIK

[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	2007	FLEETWOOD	BARRINGTON	071 x 040
New/Used	Year	Manufacturer's Name	Model Name or Model No.	Length x Width
WAFL731A19511-BA13 WAFLS731A19511-BA1 WAFL731A19511-BA13				
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":  
45853 SYCAN ROAD, BEATTY, KLAMATH, OR 97621  
Street or Route, City, County, State Zip Code

5. The legal description of the Property Address ("Land") is:  
GOVERNMENT LOTS 1 AND 2 IN SECTION 31, TOWNSHIP 35 SOUTH, RANGE 13 EAST OF  
THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

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

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 14 day of August, 2007.

Rudy J Velik  
Homeowner #1 (SEAL)  
RUDY J VELIK

Witness

Homeowner #2 (SEAL)

Witness

Homeowner #3 (SEAL)

Witness

Homeowner #4 (SEAL)

Witness

STATE OF Oregon )  
COUNTY OF Klamath ) ss.:

On the 14 day of August in the year 2007  
before me, the undersigned, a Notary Public in and for said State, personally appeared Rudy J Velik,  
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.



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

WITNESS my hand and seal this 14 day of August 2007.

Borrower

Borrower

RUDY J VELIK

Printed Name

Printed Name

Borrower

Borrower

Printed Name

Printed Name

STATE OF

COUNTY OF

) ss.:  
)

On the 14 day of August in the year 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared

Rudy J. Velik  
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

Notary Public; State of

Notary Printed Name

Qualified in the County of

My commission expires:

Official Seal:



Drafted By: JANICE TAYLOR

☐ Check if Construction Loan

Loan Number: 0072007461