

2009-007508

Klamath County, Oregon



00066906200900075080160163

06/01/2009 08:31:15 AM

Fee: \$96.00

**RECORDING COVER SHEET****ALL TRANSACTIONS, ORS: 205.234**

This cover sheet has been prepared by the person  
Presenting the attached instrument for recording.  
Any errors in this cover sheet DO NOT affect the  
Transaction(s) contained in the instrument itself.

**THIS SPACE RESERVED FOR  
COUNTY RECORDING USE ONLY**

**AFTER RECORDING RETURN TO:**

After recording, return recording  
information to:

American Title, Inc.

PO Box 641010

Omaha, NE 68164-1010

**PRINT or TYPE ALL INFORMATION**

The date of this Short Form Line of Credit Deed of Trust ("Security Instrument") is MAY 14, 2009

1) **NAME(S) OF THE TRANSACTION(S)** required by ORS 205.234(a)

Short Form Line of Credit Deed of Trust

2) **DIRECT PARTY / GRANTOR**, required by ORS 205.125(1)(b) and ORS 205.160

RICHARD ALLEN DAY

3) **INDIRECT PARTY / GRANTEE**, required by ORS 205.125(1)(b) and ORS 205.160

Wells Fargo Bank, N.A.

4) **TRUSTEE NAME and ADDRESS**

Wells Fargo Financial National Bank, c/o Specialized Services, PO Box 31557 Billings, MT 59107

5) **ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS:**

RICHARD A DAY, 36918 AGENCY LAKE LOOP RD, CHILOQUIN, OREGON 97624-7726

6) **TRUE and ACTUAL CONSIDERATION** (if any), ORS 93.030  
\$ 50,000.00

7) **FULL OR PARTIAL SATISFACTION ORDER or WARRANT FILED IN THE COUNTY CLERKS LIEN RECORDS**,  
ORS 205.121(1)(e)

8) **THE AMOUNT OF THE CIVIL PENALTY or THE AMOUNT, INCLUDING PENALTIES, INTEREST AND OTHER  
CHARGES FOR WHICH THE WARRANT< ORDER OR JUDGMENT WAS ISSUED.** ORS 205.125(1)(e) and ORS 18.325

9) **Recorded to correct**  
**Previously recorded as**

OREGON - SHORT FORM OPEN-END SECURITY INSTRUMENT  
HCWF#1018v1 (02/21/09)



(page 1 of 4 pages)

Documents Processed 05-12-2009, 11:38:22

Until a change is requested, all tax statements shall be sent to the following address:  
RICHARD A DAY  
36918 AGENCY LAKE LOOP RD  
CHILOQUIN, OREGON 97624-7726

Prepared by:  
Wells Fargo Bank, N.A.  
AMANDA DYER, DOCUMENT PREPARATION  
2202 W. ROSE GARDEN LANE  
PHOENIX, ARIZONA 85027  
866-234-3972

After recording, return recording information to:

American Title, Inc.  
PO Box 641010 200905040085  
Omaha, NE 68164-1010

TAX ACCOUNT NUMBER  
3507-006CD-00703-000

[Space Above This Line For Recording Data]

## SHORT FORM LINE OF CREDIT TRUST DEED

REFERENCE #: 20090897800038

Account number: 651-651-2735181-LXXX

### DEFINITIONS

Words used in multiple sections of this document are defined below. The Master Form Trust Deed includes other defined words and rules regarding the usage of words used in this document.

(A) "Security Instrument" means this document, which is dated MAY 14, 2009, together with all Riders to this document.

(B) "Borrower" is RICHARD ALLEN DAY, AN UNMARRIED MAN. Borrower is the trustor under this Security Instrument.

(C) "Lender" is Wells Fargo Bank, N.A. Lender is a national bank organized and existing under the laws of the United States. Lender's address is 101 North Phillips Avenue, Sioux Falls, SD 57104.

(D) "Trustee" is Wells Fargo Financial National Bank, c/o Specialized Services, PO Box 31557 Billings, MT 59107.

(E) "Debt Instrument" means the loan agreement or other credit instrument signed by Borrower and dated

OREGON - SHORT FORM OPEN-END SECURITY INSTRUMENT  
HCWF#1018v1 (02/21/09)



(page 2 of 4 pages)

Documents Processed 05-12-2009, 11:38:22

MAY 14, 2009. The Debt Instrument states that Borrower owes Lender, or may owe Lender, an amount that may vary from time to time up to a maximum principal sum outstanding at any one time of, **FIFTY THOUSAND AND 00/100THS** Dollars (U.S. \$50,000.00) plus interest. Borrower has promised to pay this debt in Periodic Payments and to pay the debt in full not later than seven (7) calendar days after June 14, 2049.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means all amounts owed now or hereafter under the Debt Instrument, including without limitation principal, interest, any prepayment charges, late charges and other fees and charges due under the Debt Instrument, and also all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ **N/A** Leasehold Rider

☐ **N/A** Third Party Rider

☐ **N/A** Other(s) [specify] N/A

(I) "Master Form Trust Deed" means the Master Form Line of Credit Trust Deed dated June 14, 2007, and recorded on August 02, 2007, as Instrument No. 2007-013662 in Book n/a at Page n/a of the Official Records in the Office of the Recorder of Klamath County, State of Oregon.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all future advances, renewals, extensions and modifications of the Debt Instrument, including any future advances made at a time when no indebtedness is currently secured by this Security Instrument; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Debt Instrument. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

County of Klamath :  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

#### SEE ATTACHED EXHIBIT

which currently has the address of 36918 AGENCY LAKE LOOP RD  
[Street]  
CHILOQUIN, Oregon 97624 ("Property Address"):  
[City] [Zip Code]

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." The Property shall also include any additional property described in Section 20 of the Master Form Trust Deed.

BORROWER COVENANTS that Borrower is lawfully seised 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 as of the execution date of this Security Instrument. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.



MASTER FORM TRUST DEED

By the execution and delivery of this Security Instrument, Borrower agrees that all of the provisions of the Master Form Trust Deed are hereby incorporated in their entirety into this Security Instrument. Borrower agrees to be bound by and to perform all of the covenants and agreements in the Master Form Trust Deed. A copy of the Master Form Trust Deed has been provided to Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it. Borrower also acknowledges receipt of a copy of this document and a copy of the Master Form Trust Deed.

Richard A Allen Day  
RICHARD ALLEN DAY -Borrower

For An Individual Acting In His/Her Own Right:

State of Oregon )

County of Jackson )

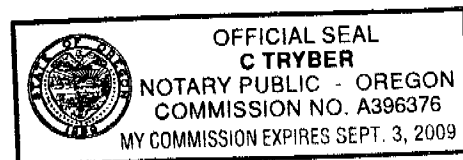
This instrument was acknowledged before me on 5-14-09 (date) by  
Richard Allen Day (name(s) of person(s))

(Seal, if any)

C Tryber  
(Signature of notarial officer)

Notary Public  
Title (and Rank)

My commission expires: 9-3-09



OREGON - SHORT FORM OPEN-END SECURITY INSTRUMENT  
HCWF#1018v1 (02/21/09)



(page 4 of 4 pages)

Documents Processed 05-12-2009, 11:38:22

**EXHIBIT A**

Reference: 20090897800038

Account: 651-651-2735181-1998

**Legal Description:**

**PARCEL 2 OF LAND PARTITION 39-94 BEING PARCEL 3 OF "MINOR LAND PARTITION 42-89" SITUATED IN GOVERNMENT LOT 22 (S1/2 S1/2 SW 1/4), SECTION 6 TOWNSHIP 35 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON. TAX ACCOUNT NO.: 3507-006CD-00703-000**



Date \_\_\_\_\_ 20\_\_\_\_  
 Place of Recording \_\_\_\_\_  
 Record & Return by ☒ Mail ☐ Pickup to:  
 Name \_\_\_\_\_  
 Address 1 \_\_\_\_\_  
 Address 2 \_\_\_\_\_  
 Tax Parcel No. \_\_\_\_\_  
 Legal Description is at page \_\_\_\_\_  
 Lot \_\_\_\_\_ Block \_\_\_\_\_ Plat or Section \_\_\_\_\_  
 Township Range \_\_\_\_\_ Quarter/Quarter Section \_\_\_\_\_  
 This Instrument Prepared By:  
**LEAH M. DE VILLE**  
 Preparer's Name  
**Loan Document Specialist 3**  
 Preparer's Title  
**2801 4th Avenue South**  
 Preparer's Address 1  
**Minneapolis, MN 55408**  
 Preparer's Address 2  
**612-312-7316**  
 Preparer's Telephone Number  
**N/A**  
 Preparer's Signature

EXHIBIT "B"

**WELLS FARGO HOME MORTGAGE**

Lender's Name  
**1 HOME CAMPUS, X2303-01W**  
 Lender's Address 1  
**DES MOINES, IA 50328**  
 Lender's Address 2  
**RICHARD DAY**  
 Borrower's Name  
**36918 AGENCY LAKE LOOP RD**  
 Borrower's Address 1  
**CHILOQUIN, OR 97624**  
 Borrower's Address 2

**MANUFACTURED HOME RIDER TO SECURITY INSTRUMENT**

This Manufactured Home Rider to Security Instrument ("Rider") is made \_\_\_\_\_, and is incorporated into and amends and supplements the Mortgage, Open-End Mortgage, Deed of Trust, Credit Line Deed of Trust, or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note to

**WELLS FARGO HOME MORTGAGE** ("Lender") of  
 the same date ("Note") and covering the Property described in the Security Instrument and located at:  
**36918 AGENCY LAKE LOOP RD** **CHILOQUIN, OR 97624**  
 (Property Address)

Borrower and Lender agree that the Security Instrument is amended and supplemented as follows:

1. **Meaning of Some Words.** As used in this Rider, the term "Loan Documents" means the Note, the Security Instrument and any Construction Loan Agreement, and the term "Property", as that term is defined in the Security Instrument, includes the "Manufactured Home" described in paragraph 3 of this Rider. All terms defined in the Note or the Security Instrument shall have the same meaning in this Rider.
2. **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.

3. **Lender's Security Interest.** All of Borrower's obligations secured by the Security Instrument also shall be secured by the Manufactured Home:

USED	1989	SKYLINE HOMETTE	WOOD MANOR/5721	349104722	54X27
New/Used	Year	Manufacturer's Name	Model Name or Model No.	Serial No	Length x Width

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; and
- (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. **Property Insurance.** 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 sufficient to cover the replacement cost of the Manufactured Home.

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.

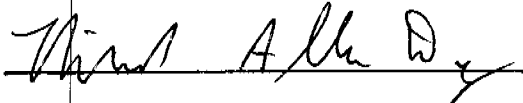
8. **Additional Events of Default.** Borrower will be in default under the Security Instrument:

- (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.
9. **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. **Additional Rights of Lender in Event of Foreclosure and 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.
- (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.

\_\_\_\_\_  
[type Borrower's name]  
RICHARD DAY



By: \_\_\_\_\_ (seal)

\_\_\_\_\_  
[type signatory's name]

Its: \_\_\_\_\_  
[authorized officer]



STATE OF Oregon )  
COUNTY OF Jackson ) ss.:

On the 14th day of May in the year 2009 before me, the undersigned, a Notary Public in and for said State, personally appeared

Richard Allen Day  
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.

C. Tryber  
Notary Signature

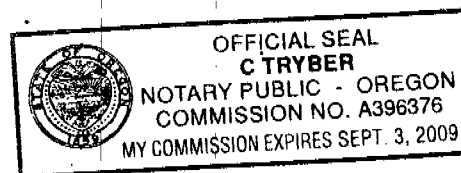
C. Tryber  
Notary Printed Name

Notary Public; State of Oregon  
Qualified in the County of Jackson  
My commission expires: 9-3-09  
Official Seal:

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Rev. 06/30/07

Manufactured Home Rider to Security Instrument  
©McGheehey Stafford PLLC All Rights Reserved  
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\_\_\_\_\_, 20\_\_\_\_  
 Date  
 Place of Recording  
 Record & Return by ☒ Mail ☐ Pickup to:  
 Name  
 Address 1  
 Address 2  
 Tax Parcel No. \_\_\_\_\_  
 Legal Description is at page \_\_\_\_\_.  
 Lot \_\_\_\_\_ Block \_\_\_\_\_ Plat or Section \_\_\_\_\_  
 Township Range \_\_\_\_\_ Quarter/Quarter Section \_\_\_\_\_  
 This Instrument Prepared By:  
**LEAH M. DE VILLE**  
 Preparer's Name  
**Loan Document Specialist 3**  
 Preparer's Title  
**2801 4th Avenue South**  
 Preparer's Address 1  
**Minneapolis, MN 55408**  
 Preparer's Address 2  
**612-312-7316**  
 Preparer's Telephone Number  
**N/A**  
 Preparer's Signature

*Exhibit "C"*  
**WELLS FARGO HOME MORTGAGE**

Lender's Name  
**1 HOME CAMPUS, X2303-01W**  
 Lender's Address 1  
**DES MOINES, IA 50328**  
 Lender's Address 2  
**RICHARD DAY**  
 Homeowner's Name  
**36918 AGENCY LAKE LOOP RD**  
 Homeowner's Address 1  
**CHILOQUIN, OR 97624**  
 Homeowner's Address 2

**MANUFACTURED HOME AFFIDAVIT OF AFFIXATION**

Homeowner, being duly sworn, on his or her oath, states as follows:

1. Homeowner owns the manufactured home ("Home") described as follows:

New/Used Year	Manufacturer's Name	Model Name or Model No.	Manufacturer's Serial No.	Length / Width
USED 1989	SKYLINE HOMETTE	WOOD MANOR/5721	349104722	54X27

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed in the real estate conveyance records.

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 HUD installation standards disclosure, (ii) the manufacturer's warranty for the Home, (iii) the Consumer Manual for the Home, (iv) the Insulation Disclosure for the Home, and (v) the formaldehyde health notice for the Home.
4. The Home is or will be located at the following "Property Address":

36918 AGENCY LAKE LOOP RD    CHILOQUIN    KLAMATH    OR    97624  
 Street or Route                      City                      County                      State                      Zip Code

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

SEE ATTACHED LEGAL DESCRIPTION

6. The Homeowner is the owner of the Land or, if not the owner of the Land, is in possession of the real property pursuant to a lease in recordable form, and the consent of the lessor is attached to this Affidavit.
7. The Home ☒ is ☐ shall be anchored to the Land by attachment to a permanent foundation, in accordance with applicable federal, state and local building codes and manufacturer's specifications, and permanently connected to appropriate residential utilities (a.g., water, gas, electricity, sewer) ("Permanently Affixed"). Homeowner intends that the Home be an immoveable fixture and a permanent improvement to the Land.
8. The Home shall be assessed and taxed as an improvement to the Land.
9. Homeowner has obtained or shall obtain all permits and certifications required by governmental authorities.
10. If 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, 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.

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed in the real estate conveyance records.

12. [Homeowner shall initial only one of the following, as it applies to title to the Home. Closing 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.

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 May, 2009.

Richard A. H. Day (Seal)  
Homeowner #1

RICHARD DAY

Printed Name

\_\_\_\_\_  
Homeowner #2 (Seal)

Printed Name

\_\_\_\_\_  
Witness (Seal)

Printed Name

\_\_\_\_\_  
Witness (Seal)

Printed Name

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed in the real estate conveyance records.

Page 3 of 4

Manufactured Home Affidavit of Affixation

Rev. 01/06/09

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STATE OF Oregon )  
 ) ss.:  
COUNTY OF Jackson )

On the 14th day of May in the year 2009 before me,  
the undersigned, a Notary Public in and for said State, personally appeared

Richard Allen Day  
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.

C. Tryber  
Notary Signature

C. Tryber  
Notary Printed Name

Notary Public; State of Oregon  
Qualified in the County of Jackson  
My commission expires: 9-3-09

Official Seal:



ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and  
is to be filed in the real estate conveyance records.

Page 4 of 4

Manufactured Home Affidavit of Affixation

Rev. 01/06/09

Date \_\_\_\_\_, 20\_\_\_\_  
 Place of Recording \_\_\_\_\_  
 Record and Return by ☒ Mail ☐ Pickup to:

Name \_\_\_\_\_  
 Address 1 \_\_\_\_\_  
 Address 2 \_\_\_\_\_  
 Tax Parcel No. \_\_\_\_\_  
 Legal Description is at page \_\_\_\_\_.  
 Lot \_\_\_\_\_ Block \_\_\_\_\_ Plat or Section \_\_\_\_\_  
 Township Range \_\_\_\_\_ Quarter/Quarter Section \_\_\_\_\_

This Instrument Prepared By:

**LEAH M. DE VILLE**  
 Preparer's Name  
**Loan Document Specialist 3**  
 Preparer's Title  
**2801 4th Avenue South**  
 Preparer's Address 1  
**Minneapolis, MN 55408**  
 Preparer's Address 2  
**612-312-7316**  
 Preparer's Telephone Number  
**N/A**  
 Preparer's Signature

**WELLS FARGO HOME MORTGAGE**  
 Lender's Name  
**1 HOME CAMPUS, X2303-01W**  
 Lender's Address 1  
**DES MOINES, IA 50328**  
 Lender's Address 2  
**RICHARD DAY**  
 Borrower's Name  
**36918 AGENCY LAKE LOOP RD**  
 Borrower's Address 1  
**CHILOQUIN, OR 97624**  
 Borrower's Address 2

Exhibit "D"

# **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:

**36918 AGENCY LAKE LOOP RD**  
 Street Address

**CHILOQUIN**, **OR** **97624** **KLAMATH** ("Present Address").  
 City State Zip County

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

**USED** **1989** **SKYLINE HOMETTE**  
 New/Used Year Manufacturer's Name  
**WOOD MANOR/5721** **349104722** **54X27**  
 Model Name/Model No. Manufacturer's Serial No. Length/Width

permanently affixed to the real property located at 36918 AGENCY LAKE LOOP RD

CHILOQUIN, OR 97624 KLAMATH ("Property Address") and as more  
City State Zip County

particularly described on Exhibit A attached hereto (the "Real Property"). I do hereby irrevocably make, constitute, appoint and authorize with full powers of substitution, [LENDER], ("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 \_\_\_\_\_, 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 to 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 Lender 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 Home may not be available or may be inaccurate. The Manufactured Home 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 May, 2009.

Richard Allen Day  
(seal)

By: \_\_\_\_\_

[type Borrower's name]

RICHARD DAY

(seal)

[type signatory's name]

Its: \_\_\_\_\_

[authorized officer]

STATE OF

Oregon

)

COUNTY OF

Jackson

) ss.:  
)

On the 14th day of May in the year 2009 before me, the undersigned, a Notary Public in and for said State, personally appeared

Richard Allen Day, 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 Printed Name

Notary Public; State of

Oregon

Qualified in the County of

Jackson

My commission expires:

9-3-09

Official Seal:

