

2010-005209

Klamath County, Oregon



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Prepared By:

Wells Fargo Bank, N.A.

AMANDA DYER

DOCUMENT PREPARATION

1801 PARKVIEW DRIVE

SHOREVIEW, MINNESOTA 55126

866-234-3972

05/04/2010 08:07:19 AM

Fee: \$92.00

After recording, return recording
information to: 2010041800201

American Title, Inc.

PO Box 641010

Omaha, NE 68164-1010

State of Oregon _____ {Space Above This Line For Recording
Data}

Account number: 651-651-7110235-1998

Reference number: 20100147700115

**MODIFICATION TO HOME EQUITY LINE OF CREDIT
AGREEMENT AND LINE OF CREDIT TRUST DEED**

This Modification Agreement (this "Agreement") is made this **9TH DAY OF APRIL, 2010**, between **Wells Fargo Bank, N.A.** (the "Lender") and **RAYMOND DUANE SEAWARD AND MARILYN RUTH SEAWARD, HUSBAND AND WIFE AS TENANTS BY THE ENTIRETY** (individually and collectively, the "Borrower").

Borrower has entered into a home equity line of credit agreement (the "Line of Credit Agreement") with the Lender, dated **September 03, 2004**, in the original maximum principal amount of **\$ 20,000.00**. The Line of Credit Agreement is secured by a deed of trust dated the same date as the Line of Credit Agreement (together with any renewals, extensions, and modifications to it made prior to the date of this Agreement), which is recorded in Book/Roll **M04** at page(s) **65266** of the County of **KLAMATH** County, State of Oregon as document No. _____ (the "Security Instrument"), and covering real property located at **3018 EMERALD ST, KLAMATH FALLS, OREGON 97601** (the "Property") and described as follows:

LOTS 20, 21 AND 22 CREGAN PARK, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. 3909-007BC-02600-000, M-184189

SEE EXHIBIT A AND EXHIBIT B

The Borrower has requested and the Lender has agreed to modify certain terms of the Line of Credit and the Security Instrument as set forth below. All terms not defined in this Agreement shall have the same meanings as set forth in the Line of Credit Agreement.

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

Change in Credit Limit. The Lender and the Borrower agree that the credit limit under the Line of Credit



Agreement is hereby increased to \$50,000.00 and that the lien of the Security Instrument shall secure the line of credit up to that amount as it is advanced and outstanding from time to time.

Each reference in the Security Instrument to the maximum amount of the line of credit is hereby amended to the extent necessary to reflect the modified credit limit.

As a precondition to making the changes set forth above, the Borrower hereby agrees to pay to the Lender at the time of signing this Agreement the other finance charges and other charges that are enumerated and disclosed on the attached final HUD Settlement Statement which is integrated by reference into this Agreement.

Except as amended by this Agreement, all terms and conditions of the Line of Credit and the Security Instrument (including any previous modifications) shall remain in full force and effect, and this Agreement shall not affect the Lender's security interest in, or lien priority on, the Property. The Borrower agrees to be bound by and to perform all of the covenants and agreements in the Line of Credit Agreement and the Security Instrument at the time and in the manner therein provided.

This Agreement shall not be construed to be a satisfaction, novation or partial release of the Line of Credit Agreement or the Security Instrument.

By signing this Agreement, the Borrower represents and warrants to the Lender that the Borrower has no counterclaims, set-offs or defenses to the Bank's rights under the Line of Credit Agreement or the Security Instrument.

The Borrower agrees to pay or reimburse the Lender for any and all fees payable to public officials in connection with this Agreement, and the recording thereof, including any mortgage registry tax that may be due.

Borrower hereby acknowledges Borrower has received, read and retained a copy of the Agreement and the HUD Settlement Statement provided to me by Lender, all of which I agree to by signing this Agreement.

This Agreement does not increase or extend any revolving credit insurance Borrower purchased in connection with the line of credit. Credit insurance means credit life, credit accident and health and/or credit disability insurance.

Co-Trustor/Co-Mortgagor Liability. As to any Borrower who signed the Security Instrument, but who did not execute the Line of Credit Agreement (a "co-trustor/co-mortgagor"), this Agreement does not modify, change or terminate the nature of the co-trustor/co-mortgagor's obligations in connection with the line of credit. The co-trustor/co-mortgagor is not personally obligated to pay the debt evidenced by the Line of Credit Agreement and the Security Instrument (as renewed, extended, and amended hereby). The co-trustor/co-mortgagor agrees that the Lender and the Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of the Line of Credit Agreement or the Security Instrument (as renewed, extended, and amended hereby) without the co-trustor/co-mortgagor's consent.



The Borrower and the Lender have executed this Agreement under seal as of the day and year first above written.

Raymond Duane Seawear
RAYMOND DUANE SEAWEAR -Borrower

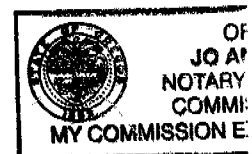
Marilyn Ruth Seawear
MARILYN RUTH SEAWEAR -Borrower

Wells Fargo Bank, N.A.

By: Ashley Zinna (Seal)

Its: W.F. Loan Operations

{ Acknowledgments on Following Pages }



FOR NOTARIZATION OF LENDER PERSONNEL

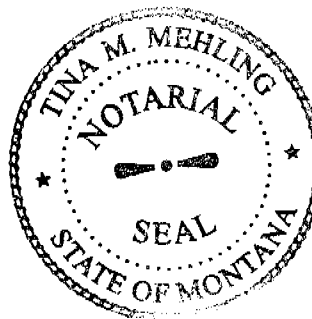
STATE OF Montana
COUNTY OF Yellowstone) ss.

On this 14th day of April, 20 10, before me, a notary public in
and for said county personally appeared Mr Ashley Zinda, to me personally known, who
being by me duly (sworn or affirmed) did say that that person is vp of loan documentation of said
association, that (the seal affixed to said instrument is the seal of said or no seal has been procured by said)
association and that said instrument was signed and sealed on behalf of the said association by authority of its
board of directors and the said vp of loan documentation acknowledged the execution of said instrument
to be the voluntary act and deed of said association by it voluntarily executed.

Tina M Mehling
Notary Public

Montana
State of

My commission expires: 12-11-2012



FOR NOTARIZATION OF BORROWERS

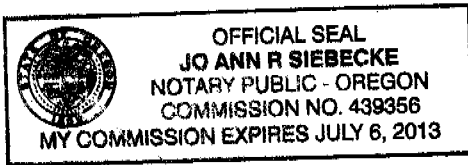
For An Individual Acting In His/Her Own Right:

State of Oregon)

County of KLAMATH)

This instrument was acknowledged before me on 4-9-10 (date) by

RAYMOND DUANE SEAWARD AND
MARILYN RUTH SEAWARD (name(s) of person(s))



(Seal, if any)

Jo Ann R. Siebecke
(Signature of notarial officer)
Jo Ann R. Siebecke
NOTARY PUBLIC
Title (and Rank)

My commission expires: 07-06-2013

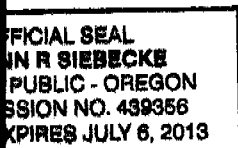


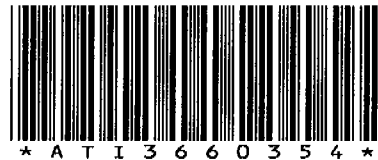
EXHIBIT "A"

LOTS 20, 21 AND 22 CREGAN PARK, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE
IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR
MINERAL RIGHTS OF RECORD, IF ANY.

ASSESSORS PARCEL NUMBER: 3909-007BC-02600-000,M-184189

ATI ORDER NUMBER: 201001200201



February 23, 20 10
Date

Place of Recording

Record & Return by ☒ Mail ☐ Pickup

WELLS FARGO BANK N.A.

Name

1 HOME CAMPUS, X2303-01W

Address 1

DES MOINES, IA 50328

Address 2

Tax Parcel No. 3909-00781-02600-000,
M-184189

Legal Description is at page SEC EXHIBIT A

Lot Block Plat or Section

Township Range Quarter/Quarter Section

This Instrument Prepared By:

Ann Watt

Preparer's Name

Preparer's Title

2701 Wells Fargo Way

Preparer's Address 1

Minneapolis, Minnesota 55408

Preparer's Address 2

612-312-5224

Preparer's Telephone Number

Preparer's Signature

WELLS FARGO BANK N.A.

Lender's Name

1 HOME CAMPUS, X2303-01W

Lender's Address 1

DES MOINES, IA 50328

Lender's Address 2

RAYMOND SEAWARD & MARILYN R SEAWARD

Borrower's Name

3018 EMERALD ST

Borrower's Address 1

KLAMATH FALLS, OR 97601

Borrower's Address 2

EXHIBIT B

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: 3018 EMERALD ST, KLAMATH FALLS OR 97601

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	Fleetwood	4483A	ORFLK48A10320GH	46	x	28
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.

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 9th day of April, 2010.

Raymond D Seawear (Seal)
Homeowner #1

RAYMOND D SEAWEAR
Printed Name

Witness (Seal)

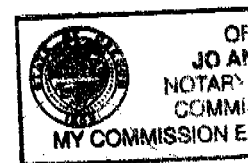
Printed Name

Marilyn Ruth Seawear (Seal)
Homeowner #2

MARILYN R SEAWEAR
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.

STATE OF OREGON)

) ss.:

COUNTY OF KLAMATH)

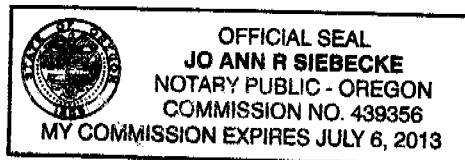
On the 9th day of APRIL in the year 2010
before me, the undersigned, a Notary Public in and for said State, personally appeared

RAYMOND DWANE SEAWARD & MARILYN RUTH SEAWARD

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.

Jo Ann R. Siebecke
Notary Signature

JO ANN R. SIEBECKE
Notary Printed Name



Notary Public; State of OREGON

Qualified in the County of KLAMATH

My commission expires: 07.06.2013

Official Seal:

OFFICIAL SEAL
JO ANN R SIEBECKE
NOTARY PUBLIC - OREGON
COMMISSION NO. 439356
MY COMMISSION EXPIRES JULY 6, 2013

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.

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LOTS 20, 21 AND 22 CREGAN PARK, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE
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ASSESSORS PARCEL NUMBER:

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