

2010-005210

Klamath County, Oregon



00083482201000052100050058

February 23, 20 10
Date

05/04/2010 08:13:48 AM

Fee: \$57.00

Place of Recording

Record & Return by ☒ Mail ☐ PickupAfter recording, return recording
information to:

American Title, Inc.

PO Box 641010

Omaha, NE 68164-1010

Tax Parcel No. 39091.007BC-02600-000,

Legal Description is at page M-184189
SEE 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

Homeowner's Name

3018 EMERALD ST

Homeowner's Address 1

KLAMATH FALLS, OR 97601

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	Fleetwood	4483A	ORFLK48A10320GH	46 / 28

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":

3018 EMERALD ST	KLAMATH FALLS,	KLAMATH	OR	97601
Street or Route	City	County	State	Zip Code

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

SEE ATTACHED LEGAL DESCRIPTION

SEE EXHIBIT "A" FOR
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 (e.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.

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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 exercise 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

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

Raymond D Seawear
[type Borrower's name]
RAYMOND D SEAWEAR

By: _____ (seal)

Marilyn Ruth Seawear
MARILYN R SEAWEAR

[type signatory's name]

Its: _____

OFFICIAL SEAL
ANN R SIEBECKE
PUBLIC - OREGON
SESSION NO. 438358
EXPIRES JULY 6, 2013

[authorized officer]

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 DUANE SEAWARD and 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.

Joann R. Siebecke
Notary Signature

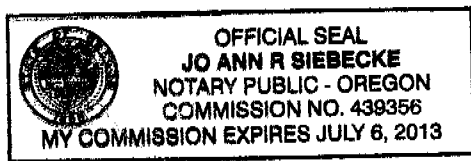
JOANN R. SIEBECKE
Notary Printed Name

Notary Public; State of OREGON

Qualified in the County of KLAMATH

My commission expires: 07.06.2013

Official Seal:



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Manufactured Home Rider to Security Instrument

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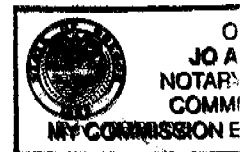


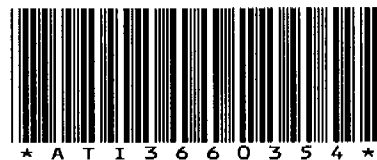
EXHIBIT "A"

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:

ATI ORDER NUMBER: 201001200201



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