

2012-008432

Klamath County, Oregon



00122078201200084320040043

08/02/2012 09:38:41 AM

Fee: \$52.00

_____, 20____
Date

Record and return to:

Wells Fargo Home Mortgage

Attn:

2701 Wells Fargo Way

MAC: X9998-01L

Minneapolis, MN 55467

MANUFACTURED HOME RIDER TO SECURITY INSTRUMENT

This Rider is made this July 11th, 2008, and is incorporated into and amends and supplements the Mortgage, Open-End Mortgage, Deed of Trust, or Credit Line Deed of Trust, Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note to Wells Fargo, N.A. _____ ("Lender") of the same date ("Note") and covering the Property described in the Security Instrument located at: 2135 Wiard St. Klamath Falls, OR 97603

(Property Address)

Borrower and Lender agree that the Security Instrument is amended and supplemented to read 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 terms 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 hav 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.

New	2007	Fuqua Homes	Silverwater 4491	044 x 024
New / Used	Year	Manufacturer's Name	Model Name or Number	Length / Width
FH3120565AACPS	FH3120565BACPS			
Serial Number	Serial Number	Serial Number	Serial Number	

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. 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.

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 the 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.

Marilyn K. Howell
Borrower #1
Marilyn K. Howell

Borrower #2

(SEAL)

Borrower #3

Borrower #4

STATE OF Oregon ss.:
COUNTY OF Klamath

On the 23 day of June in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared

Marilyn K. Howell

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.

Marie C. Gallaway
Notary Signature

Marie C. Gallaway
Notary Printed Name

Notary Public; State of Oregon

Qualified in the County of Klamath

My commission expires: July 27, 2015

Official Seal:



Exhibit A

Tract No. 134 and the Northerly 3 feet of Tract 105, PLEASANT HOME TRACTS NO. 2, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.

Referring to the **Deed of Trust instrument #: 2007-017951**