

RECORDED AT REQUEST OF

Wells Fargo Home Mortgage

WHEN RECORDED MAIL TO

Wells Fargo Home Mortgage

Attn: Xee Yang

MAC: X9998-01L

2701 Wells Fargo Way

Minneapolis, MN 55467

2013-002619

Klamath County, Oregon



00132558201300026190160168

03/11/2013 11:00:25 AM

Fee: \$132.00

(FOR RECORDER'S USE ONLY)

Real Property and Manufactured Home Limited Power of Attorney

Exhibit B: Manufactured Home Affidavit of Affixation

Exhibit C: Manufactured Home Rider to Security Instrument

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.

December 18, 2012

Date

Klamath County

Place of Recording

Record and return to:

Wells Fargo Home Mortgage

Attn: Xee Yang

2701 Wells Fargo Way

MAC: X9998-01L

Minneapolis, MN 55467

Instrument Prepared By:

Wells Fargo Home Mortgage

Xee Yang

2701 Wells Fargo Way, X9998-01L

Minneapolis, MN 55467



Preparer's Signature

Homeowner/Borrower Name(s):

Gary S. Cockrell

Borrower #1

Borrower #3

Legal Description:

Tax Parcel Number: _____

Legal Description at Page 5.

Lot

Block

Plat or Section

Township Range

Quarter / Quarter
Section

Linda L. Cockrell

Borrower #2

Borrower #4

ATTENTION COUNTY CLERK: This instrument covers good that 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.

The undersigned borrower(s), whether one or more, each referred to below as "I" or "me," residing at:
35170 South Chiloquin Road Chiloquin Klamath OR 97624

Street or Route City County State Zip Code
("Present Address"). I am the Buyer/Owner of the following manufactured home (the "Manufactured Home"):

1978 Fleetwood x
New / Used Year Manufacturer's Name Model Name or Number Length / Width

53040 A/B
Serial Number Serial Number Serial Number Serial Number

Permanently affixed to the real property located at:

35170 South Chiloquin Road Chiloquin Klamath OR 97624
Street or Route City County State Zip Code

("Property Address") and as more 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 03/20/2006 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, (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 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 13 day of February, 2013.

Gary Cockrell (SEAL)

Borrower #1
Gary S. Cockrell

Witness

Linda L. Cockrell (SEAL)

Borrower #2
Linda L. Cockrell

Witness

(SEAL)
Borrower #3

Witness

(SEAL)
Borrower #4

Witness

STATE OF Oregon
COUNTY OF Klamath) ss.:

On the 13 day of February in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared

Gary S. Cockrell, Linda L. Cockrell,

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.

Mieke Lyn Vaccaro
Notary Signature

Mieke Lyn Vaccaro
Notary Printed Name

Notary Public; State of Oregon

Qualified in the County of Klamath

My commission expires: Nov 8 2015

Official Seal:

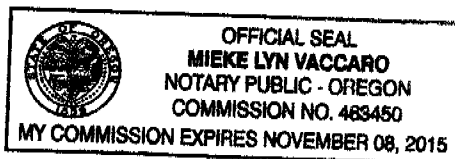


Exhibit A

PROPERTY DESCRIPTION

The legal description of the Property Address ("Land") is typed below:

A tract of land situated in the S 1/2 of Government Lot 2, Section 17, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the point of intersection of the North line of the S 1/2 of said Government Lot 2 and the Northwesterly right of way line of the Chiloquin - Agency Lake Highway said point also being South 89°27' 34" West 1263.22 feet and South 35°29' 10" West 409.08 feet from the North quarter corner of said Section 17; thence South 35°29' 10" West along said right of way line 208 feet; thence South 89°25' 25" West 208 feet; thence North 7°30' 34" East 170.82 feet to the North line of the said S 1/2 of Government Lot 2, thence North 89°25' 25" East 306.42 feet to the point of beginning, with bearings based on Winema Peninsula Unit No. 1 a duly recorded subdivision.

Tax Account No: 3507-017A0-00800-000 Key No: 233287

MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

December 18, 2012

Date

Klamath County

Place of Recording

Record and return to:

Wells Fargo Home Mortgage

Attn: Xee Yang

2701 Wells Fargo Way

MAC: X9998-01L

Minneapolis, MN 55467

Legal Description:

Tax Parcel Number: _____

Legal Description at Page 6.

Lot	Block	Plat or Section
Township Range		Quarter / Quarter Section

Instrument Prepared By:

Xee Yang

Loan Servicing Specialist

2701 Wells Fargo Way Minneapolis, MN 55467

651-605-3706



Preparer's Signature

Homeowner/Borrower Name(s):

Gary S. Cockrell

Borrower #1

Borrower #3

Linda L. Cockrell

Borrower #2

Borrower #4

ATTENTION COUNTY CLERK: This instrument covers good that 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.

Gary S. Cockrell
Linda L. Cockrell

[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:

	1998	Fleetwood		x
New / Used	Year	Manufacturer's Name	Model Name or Number	Length / Width
	53040	A/B		
Serial Number	Serial Number	Serial Number	Serial Number	

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":

35170 South Chiloquin Road	Chiloquin	Klamath	OR	97624
Street or Route	City	County	State	Zip Code

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

See Attached

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.
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 placed on the Property Address; and
 - (d) The Home is (k) Permanently Affixed to a foundation, (ii) has the characteristics of sit-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 on 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 the 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 the presence of the undersigned witnesses on this 13 day of February, 2013.

Gary S. Cockrell (SEAL)

Borrower #1
Gary S. Cockrell

Witness

Linda L. Cockrell (SEAL)

Borrower #2
Linda L. Cockrell

Witness

(SEAL)

Borrower #3

Witness

(SEAL)

Borrower #4

Witness

STATE OF Oregon ss.:
COUNTY OF Klamath

On the 13 day of February in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared

Gary S. Cockrell, Linda L. Cockrell

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.

Mieke Lyn Vaccaro
Notary Signature

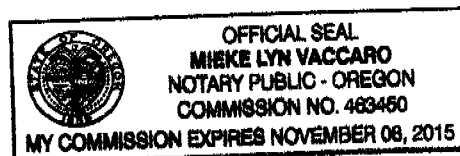
Mieke Lyn Vaccaro
Notary Printed Name

Notary Public; State of Oregon

Qualified in the County of Klamath

My commission expires: Nov 8, 2015

Official Seal:

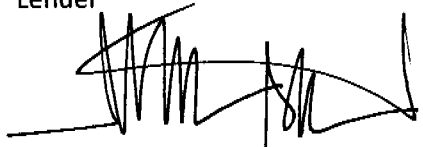


Lender's Statement of Intent:

The undersigned ("Lender") intends that the Home be an immoveable fixture and a permanent improvement to the Land.

Wells Fargo Bank, N.A.

Lender



(SEAL)

By: Maipa Der Lo

Its: Vice President Loan Documentation

Witness :


Witness :

STATE OF MINNESOTA)

) ss.:

COUNTY OF DAKOTA)

On the 26 day of Feb in the year 2013 before me, the Undersigned, a Notary Public in and for said State, personally appeared Maipa Der Lo, Vice President Loan Documentation, Wells Fargo Bank, N.A., 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

MARCO GUNTHER JAN WESSELINK

Notary printed Name

Notary Public; State of: Minnesota

Qualified in the County of: CANDOR

My commission expires: 01/31/18

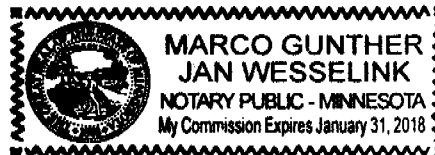


Exhibit A

PROPERTY DESCRIPTION

The legal description of the Property Address ("Land") is typed below:

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Tax Account No: 3507-017A0-00800-000 Key No: 233287

December 18, 2012

Date

Record and return to:

Wells Fargo Home Mortgage

Attn: Xee Yang

2701 Wells Fargo Way

MAC: X9998-01L

Minneapolis, MN 55467

MANUFACTURED HOME RIDER TO SECURITY INSTRUMENT

This Rider is made this 03/20/2006, 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 Bank, N.A. ("Lender") of the same date ("Note") and covering the Property described in the Security Instrument located at: 35170 South Chiloquin Road, Chiloquin, OR 97624

(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.

		<u>1978</u>	<u>Fleetwood</u>		<u>x</u>
New / Used	Year	Manufacturer's Name	Model Name or Number	Length / Width	
		<u>53040</u>	<u>A/B</u>		
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.

Gary S. Cockrell (SEAL)
Borrower #1
Gary S. Cockrell

Linda L. Cockrell
Borrower #2
Linda L. Cockrell

(SEAL)
Borrower #3

Borrower #4

STATE OF Oregon ss.:
COUNTY OF Klamath

On the 13 day of February in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared

Gary S. Cockrell, Linda L. Cockrell

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.

Mieke Lyn Vaccaro
Notary Signature

Mieke Lyn Vaccaro
Notary Printed Name

Notary Public; State of Oregon

Qualified in the County of Klamath

My commission expires: Nov 8 2015

Official Seal:

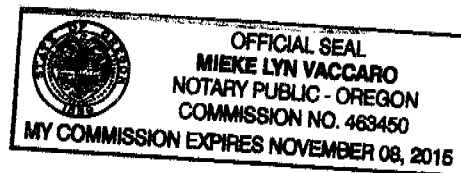


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