

0082141342

Prepared By: WELLS FARGO BANK, N.A.

12550 SE 93RD AVE, SUITE 400, CLACKAMAS, OR 970150000
(503) 353-4800

Return To: WELLS FARGO HOME MORTGAGE
ATTN: SPECIAL LOAN SERVICES
MAC - X9998-013
2701 WELLS FARGO WAY
MINNEAPOLIS, MN 55467-8000

SECURITY INSTRUMENT MODIFICATION AGREEMENT

512 30268
This Agreement made this 24 day of NOVEMBER, 2008, by and between
ERRON J CAIN AND TRACI L CAIN, HUSBAND AND WIFE

hereinafter called "Borrower" and WELLS FARGO BANK, N.A.

hereinafter called "Lender".

Recitals:

- A. Lender is the owner and holder of the certain mortgage/deed of trust/security deed ("Security Instrument") dated 04/01/08 recorded in Book * Page * Public Records of SKAMANIA, WASHINGTON, which encumbers property with a street address of 91 WINTER CREEK ROAD and legally described as SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

* RECORDING INFORMATION AS FOLLOWS: RECORDING NUMBER 2008169494

See Exhibit A Attached

securing a debt evidenced by a promissory note ("Note") dated 04/01/08, in the original amount of \$ 265,500.00, which Security Instrument encumbers property more particularly described in said Security Instrument.

B. Borrower, the owner in fee simple of all the property subject to Security Instrument, has requested Lender to modify the Note and the parties have mutually agreed to modify the terms hereinafter set forth and in consideration of the sum of Ten Dollars (\$10.00), each to the other in hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. As of the date of this Agreement, the unpaid principal balance of the Note is \$ 265,500.00 and the interest has been paid to 11/21/08.
☐ If this box is checked, the amendment and modification also reflects an additional advance of new money, over and above the existing unpaid principal balance of the Note, in the amount of \$ N/A.
2. The terms and provisions of the Security Instrument are amended and modified in accordance with the terms and provisions of Exhibit "A", attached hereto and incorporated herein by reference entitled DEED OF TRUST.
3. Nothing herein invalidates or shall impair or release any covenants, conditions, agreements or stipulations in the Note and Security Instrument and the same, except as herein modified, shall continue in full force and effect, and the undersigned further covenant and agree to perform and comply with and abide by each of the covenants, conditions, agreements or stipulations of the Note and Security Instrument which are not inconsistent herewith.
4. All Lender's rights against all parties, including but not limited to all parties secondarily liable, are hereby reserved.
5. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns of the Borrower and the successors and assigns of the Lender.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day year first above written.

Signed, sealed and delivered in the presence of: "BORROWER"

Erron J Cain
 ERRON J CAIN

11-26-08
 Date

Traci L Cain
 TRACI L CAIN

11/26/08
 Date

 Date

 Date

Signed, sealed and delivered in the presence of:

"LENDER"

By: _____

By: *Janice Taylor*
JANICE TAYLOR

Title: _____

Title: AVP OF LOAN DOCUMENTATION

Date: _____

Date: 11/24/08

STATE OF Washington)

COUNTY OF Skamania) ss.:

The foregoing instrument was acknowledged before me, on November 26, 2008, by ERRON J CAIN AND TRACI L CAIN, HUSBAND AND WIFE

Julie Andersen
Notary Signature

Julie Andersen
Notary Printed Name

My commission expires: 6/17/2010

Official Seal:

STATE OF OREGON)

COUNTY OF CLACKAMAS) ss.:

The foregoing instrument was acknowledged before me, on NOVEMBER 24, 2008, by JANICE TAYLOR, as AVP OF LOAN DOCUMENTATION and of WELLS FARGO BANK, N.A. on behalf of said Lender.

Notary Signature

Notary Printed Name

My commission expires: _____

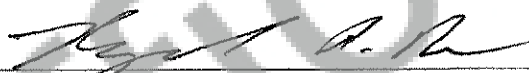
Official Seal:

JURAT

State of Oregon)
)
County of Clackamas)

On this 24th day of November, 2008, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared Janice Taylor to me known to be the AVP of Loan Documentation of Wells Fargo Bank, N.A., on behalf of said Lender.

Witness my hand and official seal hereto affixed the day and year above written.



Reginald R. Peck
(printed name of Notary Public)
Notary Public in and for the
State of Oregon
Residing in Clackamas County
Commission Expires: 01/19/08



0082141342

Record and Return ☐ by Mail ☐ by Pickup to:WFHM FINAL DOCS X9999-01M1000 BLUE GENTIAN ROADEAGAN, MN 55121**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:

91 WINTER CR. RD.

Street Address

SKAMANIA, WA 98648

("Present Address").

City, State Zip, County

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

New/Used	Year	Manufacturer's Name	Model Name or Model No.	Length x Width
NEW	2008	GOLDENWEST		068 x 027
ALB0326220RA		ALB0326220RB		
Serial No.	Serial No.	Serial No.	Serial No.	

permanently affixed to the real property located at 91 WINTER CREEK ROAD

Street Address

SKAMANIA, SKAMANIA, WA 98648

("Property Address") and as more

City, County, State Zip

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 NOVEMBER 24, 2008 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 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 I 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 housing unit may not be available or may be inaccurate. The manufactured housing unit 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 _____ day of 11-26-08.Borrower
ERRON J CAIN

Witness

Borrower
TRACI L CAIN

Witness

Borrower

Witness

Borrower

Witness

STATE OF Washington
COUNTY OF Skamania

) ss.:

On the 26 day of November in the year 2008
 before me, the undersigned, a Notary Public in and for said State, personally appeared
Erron J. Cain & Traci L. Cain
 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.

Julie Andersen
 Notary Signature

Julie Andersen
 Notary Printed Name

Notary Public, State of WashingtonQualified in the County of SkamaniaMy Commission expires: 6/17/2010

Official Seal:

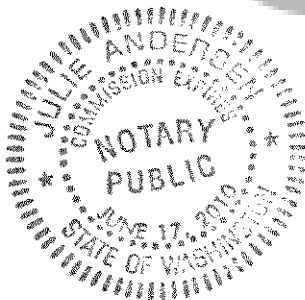
Drafted By: REGINALD PECK☐ Check if Construction LoanLoan Number: 0082141342

EXHIBIT A

PROPERTY DESCRIPTION

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

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Unofficial
Copy

0082141342

Record and Return ☐ by Mail ☐ by Pickup to:
WFHM FINAL DOCS X9999-01M
1000 BLUE GENTIAN ROAD
EAGAN, MN 55121

MANUFACTURED HOME RIDER TO SECURITY INSTRUMENT (FHA)

This Rider is made this NOVEMBER 24, 2008, 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 BANK, N.A.

("Lender") of the same date ("Note") and covering the Property described in the Security Instrument and located at: 91 WINTER CREEK ROAD, SKAMANIA, WA 98648

(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. The term "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable, judicial opinions. 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:

New/Used	Year	Manufacturer's Name	Model Name or Model No.	Length x Width
NEW	2008	GOLDENWEST		068 x 027
ALB0326220RA		ALB0326220RB		
Serial No.		Serial No.	Serial No.	Serial No.

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. **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.

6. **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.

7. **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.

WITNESS my hand and seal this 11-26 day of 08.

Borrower

ERRON J CAIN

Printed Name

[Signature]

Borrower

Printed Name

STATE OF Washington

COUNTY OF Skamania ss.:

On the 26 day of November in the year 2008
before me, the undersigned, a Notary Public in and for said State, personally appeared
Erron J. Cain & Traci L. Cain
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.

[Signature]
Notary Signature

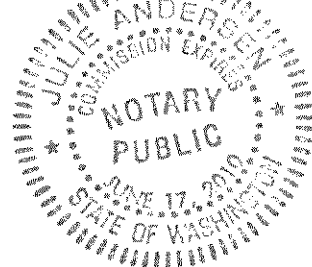
Notary Public, State of Washington

My Commission expires: 10/17/2010

Official Seal:

[Signature]
Notary Printed Name

Qualified in the County of Skamania



Drafted By: REGINALD PECK

☐ Check if Construction Loan

Loan Number: 0082141342

This page for use by California Notaries Public only.

State of California
County of _____

} ss.

On _____

before me,

_____, personally appeared

_____, who
proved to me on the basis of satisfactory evidence to be the person(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
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF
PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

0082141342

MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

Record and Return ☐ by Mail ☐ by Pickup to:
WFHM FINAL DOCS X9999-01M
1000 BLUE GENTIAN ROAD
EAGAN, MN 55121

This Instrument Prepared By:

REGINALD PECK

Preparer's Name

12550 SE 93RD AVE, SUITE 400

Preparer's Address 1

CLACKAMAS, OR 970150000

Preparer's Address 2

0082141342

Loan Number

ATTENTION COUNTY CLERK: This instrument covers goods that are or 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.

ERRON J CAIN
 TRACI L CAIN

[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:

New/Used	Year	Manufacturer's Name	Model Name or Model No.	Length x Width
NEW	2008	GOLDENWEST		068 x 027
ALB0326220RA		ALB0326220RB		
Serial No.	Serial No.	Serial No.	Serial No.	

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":

91 WINTER CREEK ROAD, SKAMANIA, SKAMANIA, WA 98648

Street or Route, City, County, State Zip Code

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

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

TAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, P.O. BOX 11701, NEWARK, NJ 071014701

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.

ATTENTION COUNTY CLERK: This instrument covers goods that are or 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.

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, or will be, placed on the Property Address; and
 - (d) The Home is (i) Permanently Affixed to a foundation, (ii) has the characteristics of site-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 in 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 title to the Home:
[Closing and 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 ~~XX~~ 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.

ATTENTION COUNTY CLERK: This instrument covers goods that are or 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.

IN WITNESS WHEREOF, Homeowner(s) has executed this Affidavit in my presence and in the presence of the undersigned witnesses on this 11-26 day of _____.

[Signature]
Homeowner #1 (SEAL) _____ Witness
ERRON J CAIN

[Signature]
Homeowner #2 (SEAL) _____ Witness
TRACI L CAIN

Homeowner #3 (SEAL) _____ Witness

Homeowner #4 (SEAL) _____ Witness

STATE OF Washington)
COUNTY OF Skamania) ss.:

On the 26 day of November in the year 2008
before me, the undersigned, a Notary Public in and for said State, personally appeared Erron J. Cain & Traci L. Cain,
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.

[Signature]
Notary Signature

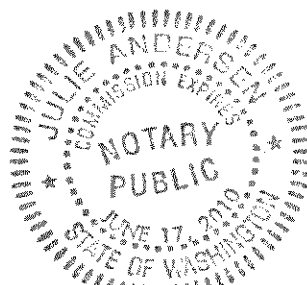
Julie Andersen
Notary Printed Name

Notary Public, State of Washington

Qualified in the County of Skamania

My Commission expires: 6/17/2010

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 for record in the records where conveyances of real estate are recorded.

This page for use by California Notaries Public only.

State of California
County of

} ss.

On

before me,

, personally appeared

, who
proved to me on the basis of satisfactory evidence to be the person(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
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF
PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)