ASPEN: 61145 AF

M05-71721

Klamath County, Oregon 12/23/2005 01:54:03 PM

Pages 2 Fee: \$26.00

Recording Requested By: Aspen Title & Escrow, Inc. 525 Main Street Klamath Falls, OR 97601

When Recorded Return To:

Aspen Title & Escrow, Inc. 525 Main Street Klamath Falls, OR 97601

Until requested otherwise, send all tax statements:

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

COVER SHEET

Permanent Loan Extension Agreement DOCUMENT:

Trevor C. Peterson and Bernis H. Peterson **GRANTOR:**

Aspen Title & Escrow, Inc. TRUSTEE:

Wells Fargo Bank, N.A. **GRANTEE:**

CONSIDERATION:

December 23, 2005 DATE:

See Attached LEGAL DESCRIPTION:



PERMANENT LOAN EXTENSION AGREEMENT

This Permanent Loan Extension Agreement (this "Agreement") is made to be effective as of the 20th day of December, 2005, and is incorporated into and shall be deemed to amend, supplement and extend the Mortgage, Deed of Trust, Deed or Security Deed (the "Security Instrument") dated as of the 22nd day of April, 2005, executed by the undersigned Borrower(s) (referred to herein as "Borrower", whether one or more), in favor of Wells Fargo Bank, National Association ("Lender"). (Lender and its successors and assigns shall be referred to herein as the "Note Holder".) The Security Instrument secures a Note (the "Note") dated the same date as the Security Instrument payable to the order of Lender. All terms defined in the Security Instrument shall have the same meaning in this Agreement. The mortgage was recorded as Volume M05, Page 29839-47 on the 27th day of April, 2005.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower (and each Borrower if more than one) further covenants and agrees as follows:

- 1. **PERMANENT LOAN.** The Security Instrument, as amended and extended by this Agreement, secures a permanent mortgage loan that replaces a construction loan between Lender and Borrower dated the same date as the Security Instrument and evidenced by the Note with a Construction Loan Addendum Amending Note. The Note, as amended by a Permanent Loan Addendum amending Note, evidences the permanent mortgage loan. Upon execution of this Agreement and the Permanent Loan Addendum, the terms and conditions of the Construction Loan Addendum Amending Note shall be of no further force and effect.
- 2. **DEFINITIONS**. The definitions set forth in the Security Instrument are amended as follows:

"Lender". Lender's address is P.O. BOX 10304, Des Moines, IA 50306-0304.

"Note". The Note states that the Borrower owes Lender Three-Hundred Thirty-Two Thousand Dollars (U.S. \$332,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than January 01, 2036.

"Riders". Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- o Balloon Rider
- VA Rider

- Condominium Rider
- o PUD Rider
- o Biweekly Payment Rider
- Second Home Rider
- o 1-4 Family Rider
- Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Addendum.

BORROWER(S) Name: Trevor C Peterson	Dernio H. Delesson Name: Bernis H Peterson
STATE OF COUNTY SS:	
On this	
My Commission Expires: 19-3-04	
OFFICIAL SEAL ADRIEN FLEEK NOTARY PUBLIC-OREGON COMMISSION NO. 363593 MY COMMISSION EXPIRES DEC. 3, 2006	Notary Public

AEB:BBG\Constr\Const Note Rider-Final.doc

Prepared By: Drew Nesia