

MT- 71028SH

M05-64026

Klamath County, Oregon

09/12/2005 02:57:55 PM

Pages 2 Fee: \$26.00

M06-00673

Klamath County, Oregon

01/12/2006 02:44:58 PM

Pages 2 Fee: \$26.00

PERMANENT LOAN EXTENSION AGREEMENT

This Permanent Loan Extension Agreement (this "Agreement") is made to be effective as of the 9th day of September, 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 16th day of August, 2004, 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. This mortgage was recorded August 17, ~~2005~~ 2004 as Volume Mo4, page 54052, microfilm records of Klamath County, Oregon.

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 Wells Fargo Home Mortgage, P.O. Box 10304, Des Moines, IA 503060304.

"Note". The Note states that the Borrower owes Lender Six-Hundred Seventy Two Thousand dollars (U.S. \$672,000) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than October 1, 2035.

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

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> PUD Rider | |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | |

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

BORROWER(S)

Name: Jedidiah S. Etters

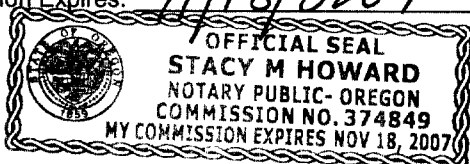
Name: _____

STATE OF Oregon
Klamath County ss:

On this 9 day of Sept 2005, I, a Notary Public in and for said county and in said state, hereby certify that Jedidiah S. Etters whose name(s) is/are signed to the foregoing conveyance, and who is/are know to me, acknowledged before me that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily and as his/her/their act on the day the same bears date.

Given under my hand and seal of office this 9 day of Sept 2005.

My Commission Expires: 11/18/2007



Stacy M. Howard
Notary Public

Prepared By: William McVicar

AFTER RECORDING RETURN TO:

WELLS FARGO BANK, N.A.

12550 SE 93RD AVE. SUITE 400

CLACKAMAS, OR 97015

****This document is being rerecorded to correct the original mortgage date previously recorded in book M05 and page 64026**

54060

EXHIBIT "A"
LEGAL DESCRIPTION

A portion of the SE1/4 NW1/4 of Section 28, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the most Northerly corner of Lot 26, LOMA LINDA HEIGHTS; thence North 68° 45' East a distance of 154.81 feet to the most Westerly corner of parcel deeded to the California Oregon Power Co. by Deed Volume 96, page 240; thence South 21° 15' East along the Southwesterly line of said parcel, a distance of 139.0 feet; thence South 58° 09' 23" East along the Southerly line of parcel deeded to Oregon Water Corporation by Deed Volume 359, page 35, a distance of 185.84 feet to the East line of said SE1/4 NW1/4; thence South along said East line a distance of 248 feet, more or less, to the Northeast corner of Lot 31, LOMA LINDA HEIGHTS; thence North 39° 38' West along the Northeasterly line of LOMA LINDA HEIGHTS, a distance of 548.1 feet to the point of beginning.

Tax Account No: 3809-028BD-00200-000

Key No: 218160