

ASPEN: 625048ms

## PERMANENT LOAN EXTENSION AGREEMENT

This Permanent Loan Extension Agreement (this "Agreement") is made to be effective as of the 26<sup>th</sup> day of July, 2006, 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 30<sup>th</sup> day of January, 2006, 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 M06-01802 on the 30<sup>th</sup> day of January, 2006.

**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 One Hundred Sixty Six Thousand Dollars (U.S. \$166,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 01, 2036.

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

- |   |  |  |
|---|--|--|
| <input type="radio"/> Adjustable Rate Rider | <input type="radio"/> Condominium Rider      | <input checked="" type="radio"/> Second Home Rider |
| <input type="radio"/> Balloon Rider         | <input type="radio"/> PUD Rider              | <input type="radio"/> 1-4 Family Rider             |
| <input type="radio"/> VA Rider              | <input type="radio"/> Biweekly Payment Rider | <input type="radio"/> Other(s) [specify]           |

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

BORROWER(S)

Amy Dunham  
Name: AMY DUNHAM

Name: \_\_\_\_\_

STATE OF Oregon  
Klamath County ss:

On this 27 day of July, 2006, I, a Notary Public in and for said county and in said state, hereby certify that Amy Dunham 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 27 day of July 27, 2006.

My Commission Expires: Nov 8, 2009

Pam Shellito  
Notary Public

Prepared By: Natalya Kravets



## SECOND HOME RIDER

THIS SECOND HOME RIDER is made this **26TH** day of **JULY, 2006**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower" whether there are one or more persons undersigned) to secure Borrower's Note to **WELLS FARGO BANK, N.A.**

(the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at:  
**7409 ROBERTA DRIVE, KLAMATH FALLS, OR 97603**

[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:


**6. Occupancy.** Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.


**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's second home.

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MULTISTATE SECOND HOME RIDER - Single Family -  
Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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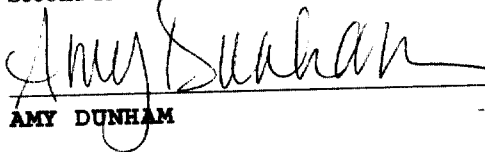
Initials:  Form 3890 1/01

 365R (0011)

VMP MORTGAGE FORMS - (800)521-7291



BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this  
Second Home Rider.

 (Seal)  
AMY DUNHAM - Borrower

\_\_\_\_ (Seal)  
- Borrower

\_\_\_\_ (Seal)  
- Borrower

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