

MITC78733-05

Document Return Address:
12550 S.E. 93rd Ave Ste. 400
MAC# P6083-041
Clackamas, OR 97015
Loan # 0065308033
Prepared by Janice Taylor_

2007-008596

Klamath County, Oregon



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05/10/2007 03:28:06 PM

Fee: \$31.00

**PERMANENT LOAN EXTENSION AGREEMENT
MODIFICATION
NEW CONSTRUCTION**

This Permanent Loan Extension Agreement (this "Agreement") is made to be effective as of the 8th day of May, 2007, 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 20th day of June, 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 and all other terms of the Security Instrument not amended hereby remain in full force and effect.

ORIGINAL MORTGAGE RECORDING INFORMATION

Document Number M06-12749 Date of Recording 06/21/2006
County, State of Recording Klamath County, Oregon Book and Page Number

Property Address 12445 Highway 140 East
Klamath Falls, OR 97603

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 Bank, N.A., P.O. Box 10304, Des Moines, IA 50306-0304.

"Note". The Note states that the Borrower owes Lender **Two Hundred Nine Thousand and 00/100 Dollars** (U.S. \$209,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **June 01, 2037**.

31-

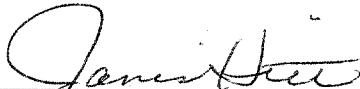
"Riders". Riders are to be executed by Borrower [check box as applicable]:

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

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

BORROWER(S)


Name: **Dennis C Hitt**


Name: **Janis Hitt**

STATE OF **Oregon**

County ss: ~~Clackamas~~ **Klamath**

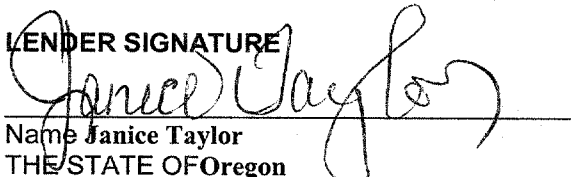
On this 10th day of MAY, 2007, I, a Notary Public in and for said county and in said state, hereby certify that * whose name(s) is/are signed to the foregoing conveyance, and who is/are know to me, acknowledged before me that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily and as his/her/their act on the day the same bears date.

Given under my hand and seal of office this 10th day of MAY, 2007

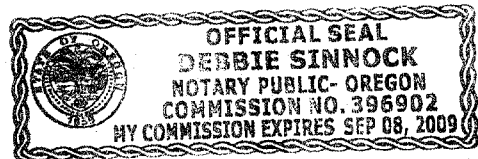
My Commission Expires: 9-8-09

* **DENNIS CHITT & JANIS HITT**

LENDER SIGNATURE


Name **Janice Taylor**
THE STATE OF **Oregon**
COUNTY OF **Clackamas**


Notary Public

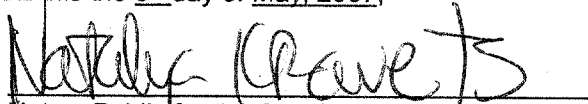


BEFORE ME, the undersigned authority, on this day personally appeared **Janice Taylor** as of Assistant Vice President of Loan Documentation of Wells Fargo Home Mortgage, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed, in the capacity therein stated, as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of May, 2007.

My Commission Expires:

10-25-09


Notary Public for the State of Oregon.
Name:

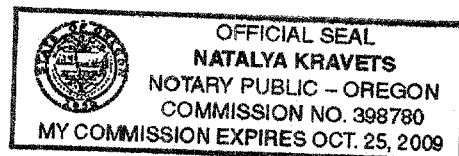


EXHIBIT "A"

The E1/2 of the E1/2 of the W1/2 of the NW1/4 and that portion of the E1/2 of the E1/2 of the NW1/4 of the SW1/4 of Section 15, Township 39 South, Range 10 East, Willamette Meridian, Klamath County, Oregon, that lies North of Highway 140, also known as Klamath Falls Lakeview Highway.