Document Return Address: Wells Fargo Bank, N.A. 12550 S.E. 93rd Ave Ste. 400 MAC# P6083-041 Clackamas, OR 97015 Loan # 0065648347 Prepared by Janice Taylor_ 2007-011774 Klamath County, Oregon

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Fee: \$41.00

ATE: 63855B

PERMANENT LOAN EXTENSION AGREEMENT MODIFICATION NEW CONSTRUCTION

This Permanent Loan Extension Agreement (this "Agreement") is made to be effective as of the 26th day of June, 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 22nd day of September, 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 2006-019690 Date of Recording09/29/2006 County, State of Recording Klamath County, Oregon Book and Page Number

Property Address 16390 Keno Worden Road

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 Ninety Six Thousand and 00/100 Dollars (U.S. \$296,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 01, 2037.

#-11-14

NMFL # 0017 (PLEA) Rev 3/20/2007 Permanent Loan Extension Agreement/Modification Agreement 1 of 2

'Riders" . Riders are to be executed b	y Borrower [check	box as applicable]:		
Rate Rider o Balloon Rider	Condominium DPUD Rider Biweekly Pa		Rider o 1-4 F	ond Home Family Rider er(s) [specify]
o	Rider		oouie	(2) [specify]
BY SIGNING BELOW, Borrower acce	epts and agrees to	the terms and cove	enants contained	in this
BORROWER(S)				
Jack Smense		Jada	Lenien	sen
Name: Jack Simensen		Name: Judy Sime	nsen	
		ν		
STATE OF Oregon County ss: Clackamas				
On this and day of , f, certify that Jack Simensen and Judy Si and who is are know to me, acknowled conveyance, he/she/they executed the bears date.	mensen whose namedged before me the same voluntarily	ne(s) is/are signed lat, being informed and as his/her/thei	to the foregoing of of the contents of ract on the day the	conveyance, f the
Given under my hand and se	al of office this λ^C	day of Jun	8,200 (
OFFICIAL SEAL PAM SHELLITO NOTARY PUBLIC-OREGO COMMISSION NO. 3993 MY COMMISSION EXPIRES NOV. 8 LENDER SIGNATURE	1 7 (i	Notary Pr		Olito
Name Janice Taylor THE STATE OF Oregon COUNTY OF Clackamas		JULIE NOTARY COMMIS	FICIAL SEAL E ANDERSEN PUBLIC - OREGON SSION NO. 388875 EXPIRES JANUARY 23, 200)9
BEFORE ME, the undersigned author Vice President of Loan Documentation whose name is subscribed to the forethe same for the purpose and considered deed of said Corporation.	of Wells Fargo Hegoing instrument a	iome Mortgage, kr and acknowledged	nown to me to be to me that he/she	the person executed
GIVEN UNDER MY HAND AND SEA	L OF OFFICE this	the 26th day of Jun	e, 2007,	
My Commission Expires: 1-23-0	Notary Name:	Public for the State	e of Oregon <u>.</u> ems <i>e</i> m	·
	•			
NMFL # 0017 (PLEA) Rev 3/20/2007 Permanent Loan Extension Agreement/Modification	Agreement			Page 2 of 2

Exhibit A

A portion of the N 1/2 of the SW 1/4 of the NW 1/4 of Section 21, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the West quarter corner of said Section 21; thence North 00° 33' 00" West 665.60 feet to an iron rod on the West line of Section 21 being the true point of beginning; thence continuing North 00° 33' 00" West 354.60 feet to an iron rod; thence South 89° 52' 44" East 754.33 feet to an iron rod on the West line of the Keno-Worden County Road; thence South 31° 09' 51" East along the West line of said road a distance of 414.91 feet to an iron rod; thence North 89° 52' 44" West 965.64 feet to the true point of beginning.

CODE 008 MAP 4008-021BO TL 00400 KEY #625390

SECOND HOME RIDER

THIS SECOND HOME RIDER is made this 26TH day of JUNE, 2007, 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:

16390 KENO WORDEN ROAD, 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.

0065648347

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

Page 1 of 2

VMP MORTGAGE FORMS - (800)521-7291

Form 3890 1/01

Initials:__

-365R (0011)

	rower accepts and	agrees to the terms and provisi	ons contained in this
Second Home Rider.		- Commence of the Commence of	
Jac A Smeis	(Seal)	Judy Su	mensor (Seal)
JACK SIMENSEN	- Borrower	JUDY SIMENSEN	- Borrower
	(Seal)		(Seal)
	- Borrower		- Borrower
	(Seal)		(Seal)
	- Borrower		- Borrower
			(0.1)
	(Seal)		(Seal)
	- Borrower		- Borrower
-365R (0011)	Page	2 of 2	Form 3990 1/01