Page 1 of 3

7428

MTC-22298 Vol. mg Page 21310 UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION

RESTRUCTURING, REAMORTIZATION, OR EXTENSION AGREEMENT

This agreement is made and entered into by

I. F. Rodgers and Sons, a Partnership , herein called "Borrower," and the UNITED STATES OF AMERICA, acting through the FARMERS HOME ADMINISTRATION, United States Department of Agriculture, herein called "Government," witnesseth:

WHEREAS, the borrower is indebted to the Government, as evidenced by one or more promissory note(s), assumption agreement(s), shared appreciation agreement(s), buyout agreement(s), or interest credit recapture agreement(s), herein called "note," which has been executed or assumed by the Borrower; and

WHEREAS, as security for the repayment of the indebtedness evidenced by said note and any renewals and extensions thereof and any agreements contained therein the Borrower granted unto the Government the following described real estate mortgage(s) or deed(s) of trust, herein called "security instrument," executed or assumed by the Borrower and recorded in the Mortgage Records of the County of <u>Klamath</u>, State of Oregon, to wit:

Date of

Security	Date of	Volume or Page	Recording
<u>Instrument</u>	Recording	<u>Book No.</u>	<u>Instrument No.</u>
1/4/78	1/5/78	M78 226	NZA
		이 같이 있는 것이 같은 것 같은 것 같은 것 같이 있다.	

WHEREAS, the borrower has requested that the Government restructure the payment terms or amount due under the note; and

WHEREAS, the Government is willing to restructure, reamortize or extend the repayment terms or the amount of the existing indebtedness as authorized under Subparts G or S of 7 CFR 1951 of Subparts A or C of 7 CFR 1965.

NOW, THEREFORE, the parties, for themselves, their heirs, executors, administrators, and assigns, hereby mutually agree that the time provided in the security instrument for payment of the sum (including advances and accruals) now secured thereby, the rate of interest on the indebtedness secured thereby, or the amount of indebtedness secured thereby is modified as described below, to wit:

Date of Restructur Note or	Principal Amount Annual Ra	Due Date of ate Final Restructed
Assumption Agreeme	<u>nt Now Secured of Intere</u>	<u>est Installment</u>
8/3/89	\$ 12,381.33 3%	8/3/2018
8/3/89 8/3/89	\$ 129,984.89 37	8/3/2018
0/ 3/ 03	\$1,011,102.27 8%	8/3/2018

21.311 It is expressly understood and agreed that the said security instrument shall remain in full force and effect in all respects as if terms and provisions remained as originally provided, and that nothing herein shall affect or impair any rights and powers which the Government may have thereunder for the recovery of the said secured indebtedness with interest in case of the non-fulfullment of this agreement, and the Borrower hereby covenants and agrees that the Borrower will perform and observe the covenants and conditions of the said security instrument as modified, and that the Borrower will pay the principal and interest secured thereby when

DATED this _______ day of ______ August____ AS INDIVIDUALS: N.F.Rodsers I.F. Rodgers arrance Stodays Lorraine G. Rodgers Ronald R. Rodgers Radley R. Rodgers

AS A PARTNERSHIP:

Lons Rodger, Partner arrand 7 Lorraine G. Rodgers. Partner Ronald R. Rodgers, Paftner

9 12R/

_, 19<u>89</u>

Page 2 of 3

Radley R. Rodgers, Bartner

UNITED STATES OF AMERICA FARMERS HOME ADMINISTRATION

By: ROBERT K. HAASE Title:

County Supervisor

ACKNOWLEDGMENT FOR INDIVIDUALS

STATE OF OREGON

COUNTY OF Klamath

The foregoing instrument was acknowledged before me this <u>3rd</u> day of <u>August</u>, 1989, by I.F. Rodgers, Lorraine G. Rodgers, (Names of persons acknowledging)

SS:

Ronald R. Rodgers, Russell R. Rodgers, Radley R. Rodgers

ENotary Seal]



Notary Public in and for the State of Oregon My Commission Expires: 3/14/93

Page 3 of 3

21312

ACKNOWLEDGMENT_FOR A PARTNERSHIP

STATE OF OREGON 55 COUNTY OF KLAMATH The foregoing instrument was acknowledged before me this 3rđ day of August , 19 89, by I.F. Rodgers, Lorraine G. Rodgers, (Names of acknowledging partners) Ronald R. Rodgers, Russell R. Rodgers, Radley R. Rodgers on behalf of I.F. Rodgers and Sons ____, a partnership. (Name of partnership) ENotary Seall Summing GRI K. Notary Public in and for the State of Oregon LOTAR My Commission Expires: 3/14/93 PUSL TATE OF OREGON COUNTY OF MATH ss: On this <u>3rd</u> day of <u>August</u>, 19<u>89</u>, personally <u>Robert K. Haase</u> known to me to be <u>County Supervisor</u> appeared Farmers Home Administration, United States Department of Agriculture, and the person who executed the foregoing instrument, and acknowledged to me that (he)(she) executed the same as the free act and deed of the United States of America, for the uses and purposes therein mentioned. Before me: ici h. Si NOTAR! Notary Public in and for the State of Oregon My Commission Expires: 12-13-91 50 - 10 Return Farmers Home administration 2455 Patterson, Suite 3 KFO 97603 STATE OF OREGON: COUNTY OF KLAMATH:

Filed for	record at request	of <u>Mountain Title Co.</u> the <u>3rd</u> day
of	Nov.	A.D., 19
		of <u>Mortgages</u> on Page <u>21310</u> .
		Evelyn Biehn County Clerk
FEE	\$18.00	By Pauline, Mulendere,