33079

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UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION

RESTRUCTURING, REAMORTIZATION, OR EXTENSION AGREEMENT

This agreement is made and entered into by Patrick O'Connell and Marla L. O'Connell, husband and wife 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 notes(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 Klamath _____, State of Oregon

"o wit:

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Date of Security	Date of	Volume or Book <u>No.</u>	Page <u>Number</u>	Instrument No.
Instrument October 10, 1977	Recording October 10, 1977		19254	

Government borrower has requested that the 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 or Subparts A or C of 7 CFR 1965.

NDW, THEREFORE, the parties, for themselves, their heirs, executors, administrators, and assigns, hereby mutually agree that the for themselves, their heirs, 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: Due Date of

Date of Restructured Note or <u>Assumption Agreement</u> July 10, 1991	NOW SECONED	of Interest	Final Restructed Installment October 10, 2010
July 10, 1991			

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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 th covenants and conditions of the said security instrument as modified, and that the Borrower will pay the principal and interest security thereby when due hereunder.

, 19<u>91</u>. DATED this 10th day of July UNITED STATES OF AMERICA FARMERS HOME ADMINISTRATION Patrick O'Connell Bor. ower Connel Torla By: Katen M. Boyles Title:Assistant County Supervisor Borrower Marla O'Connell art. ACKNOWLEDGEMENTS .? STATE OF OREGON 55: COUNTY OF K appeared the above named <u>Patrick O'Connell and Marla O'Connell</u> and voluntary act and deed. J Jana . . Before me: ROBERT K. HAASE Notary Public in and for the çDi d S. 5. 5 State of Oregon My Commission Expires: 3/14/93 ील **क**ुर्थ STATE OF OREGON 55: On this <u>24th</u> day of <u>July</u>, 19 91___, personally appeared <u>KAREN M. BOYLES</u> known to me to be <u>Assistant County Super</u>visor COUNTY OF Klamath Department of Agriculture, and the person who executed the foregoing instrument, and acknowledged to me that KNXAV (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: nase Notary Public in and for State of Oregon My Commission Expires: 3/14/91 STATE OF OREGON: COUNTY OF KLAMATH: ss. Filed for record at request of <u>Aspen Title Co.</u> the <u>12th</u> of <u>Aug.</u> A.D., 19 <u>91</u> at <u>10:48</u> o'clock <u>AM.</u>, and duly recorded in Vol. <u>M91</u> ____ day of ______ Mortgages_____ Evelyn Biehn - County Clerk By Oautine Musisnales \$13.00 FEE

Return: ATC