



43498

UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION

RESTRUCTURING, REAMORTIZATION, OR EXTENSION AGREEMENT

This agreement is made and entered into by Carleton Brothers, a Partnership, consisting of George A. Carleton and Elizabeth J. Carleton; and Richmond J. Carleton and Margaret F. Carleton, 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 Klamath, State of Oregon, to wit:

Date

Security	Date of	Volume or	Page	Recording
Instrument	<u>Recording</u>	<u>Book No.</u>	<u>Number</u>	<u>Instrument No.</u>
7/6/76 7/6/76 4/10/79 5/21/86 5/21/86	7/26/76 7/13/76 4/10/79 5/23/86 5/21/86	M76 M76 M79 M86 M86	11315 10587 7912 8965 8969	NA NA NA NA

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 Subpart G or S of 7 CFR 1951 or Subparts A or C of 7 CFR 1965.

NOW THEREFORE, the parties, for themselves, their heirs, executers, 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 Restructured Note or Assumption <u>Agreement</u>	Principal Amount now <u>Secured</u>	Annual Rate of Interest	Due Date of Final Restructured <u>Installment</u>
4/6/92	\$142,270.08	8.5	4/6/2018
4/6/92	\$57,802.91	5.0	4/6/2015
4/6/92	\$42,978.81	5.0	4/6/2017
4/6/92	\$42,978.81	5.0	4/6/2017
4/6/92	\$39,324.01	5.0	4/6/2015

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-fulfillment 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 security thereby when due hereunder.

DATED this 6th day of April 6, 1992.

AS INDIVIDUALS CARLETON BROS, a Partnership Carleton, Borrower George George A. Carleton, Partner arleton, Borrower Richmond J. Carleton, Partner Richmond Carleton, Borrower Elizabeth J. Elizabeth J. Carleton, Partner Diara aret & Carleton Margaret & Carloton Margaret F. Carleton, Borrower Margaret F. Carleton, Partner

UNITED STATES OF AMERICA FARMERS HOME ADMINISTRATION

By: County Supervisor

ACKNOWLEDGEMENTS

STATE OF OREGON)) COUNTY OF <u>OREGON</u>)

ss:

On this 6th day of April, 1992, personnally appeared the above named George A. Carleton and Elizabeth J. Carleton and Richmond J. Carleton and Margaret F. Carleton and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Notary Public in and for the State of Oregon My Commission Expires:

STATE OF OREGON) Ss: COUNTY OF KLAMATH)

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On this 6th day of April, 1992, personally appeared known to me to be Robert K. Haase, County Supervisor, Farmers Home Administration, United States Department of Agriculture, and the person who executed the foregoing

instrument, and acknowledged to me that he ensure that is a solution of America, as the free act and deed of the United States of America. Before me: instrument, and acknowledged to me that he executed the same

Notary Public in and For the State of Oregon My Commission Expires: 8/13/92

Relean- Loem Home alln: Bob Noase 2455 Palleesen Suide K. Jallo Diegon 97603

STATE OF OREGON: COUNTY OF KLAMATH: SS.

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Filed for	or record at reques	t of Mountain Title Co the15th day
of	April	A.D., 19at10:12o'clockA.M., and duly recorded in Vol Mo2
		on Page 7895
FEE	R25.00	Evelyn Biehn County Clerk
		By Dauline Millendore