

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION

RESTRUCTURING, REAMORTIZATION, OR EXTENSION AGREEMENT

This agreement is made and entered into by Robert L. Heaton  
and Billie J. Heaton, 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  
to wit:

<u>Date of Security Instrument</u>	<u>Date of Recording</u>	<u>Volume or Book No.</u>	<u>Page Number</u>	<u>Recording Instrument No.</u>
6-7-88	6-8-88	M88	8868	N/A
5-3-91	5-8-91	M91	8639	N/A

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 or 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:

<u>Date of Restructured Note or Assumption Agreement</u>	<u>Principal Amount Now Secured</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Restructured Installment</u>
2-21-92	82,839.45	5.00%	2-21-2007

19 MAY 92

15.00

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 21st day of February, 1992.

Robert L. Heaton  
Borrower ROBERT L. HEATON

Billie J. Heaton  
Borrower BILLIE J. HEATON

UNITED STATES OF AMERICA  
FARMERS HOME ADMINISTRATION

By: Robert K. Haase

ROBERT K. HAASE

Title: County Supervisor

# ACKNOWLEDGEMENTS

STATE OF OREGON )

COUNTY OF Klamath )

ss:

On this 21st day of February, 1992, personally appeared the above named Robert L. and Billie J. Heaton and acknowledged the foregoing instrument to be ~~XXXXX (their)~~ (their) voluntary act and deed.  
Before me:

Robert K. Haase  
ROBERT K. HAASE

Notary Public in and for the  
State of Oregon

My Commission Expires: 3/14/93

STATE OF OREGON )

COUNTY OF Klamath )

ss:

On this        day of February, 1992, personally appeared Robert K. Haase known to me to be County Supervisor, 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:

Return: Farmers Home Administration  
2455 Patterson #1  
Klamath Falls, Or. 97603

Wanda M. Haugen  
Wanda M. Haugen  
Notary Public in and for the  
State of Oregon

My Commission Expires: 8/13/93

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of FmHA the 8th day of May A.D. 1992 at 11:19 o'clock A M., and duly recorded in Vol. M92 of Mortgages on Page 10040.

FEE \$15.00

Evelyn Biehn - County Clerk

By Wanda M. Haugen