

MTC 48406
 UNITED STATES DEPARTMENT OF AGRICULTURE
 FARM SERVICE AGENCY

EXTENSION OR REAMORTIZATION AGREEMENT

This agreement is made and entered into by Carleton Farms, a partnership herein called "Borrower," and the UNITED STATES OF AMERICA, acting through the FARM SERVICE AGENCY, (successor agency to 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), agreement(s) to suspend payment of shared appreciation, 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(s) 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 Klamath County, State of Oregon, to wit:

Date of Security Instrument	Date of Recording	Volume or Book No.	Page Number	Recording or Instrument No.
7-6-1976	7-13-1976	M 76	10587	
7-6-1976	7-13-1976	M 76	11315	
4-10-1979	4-10-1979	M 79	7912	
5-21-1986	5-23-1986	M 86	8965	
5-21-1986	5-23-1986	M 86	8969	

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, reschedule, reamortize, or extend the repayment terms or the amount of the existing indebtedness as authorized under Subparts G or S of 7 CFR Part 1951, or Subparts A or C of 7 CFR Part 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 Restructured Note	Principal Amount Now Secured	Annual Rate of Interest	Due Date of Final Restructured Installment
6-25-99	125,486.69	8.5%	4-6-2018
6-25-99	35,456.63	5.0%	4-6-2017
6-25-99	46,172.55	5.0%	4-6-2015
6-25-99	31,401.99	5.0%	4-6-2015
6-25-99	35,456.63	5.0%	4-6-2017

It is expressly understood and agreed that the said security instrument(s) 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(s) as modified, and that the Borrower will pay the principal and interest (including advances and accruals) as evidenced by said modified note(s) secured by said security instrument(s) when due.

15

25578

DATED this 25th day of JUNE, 19 99.

Carleton Farms, a partnership

James A. Carleton
James A. Carleton

UNITED STATES OF AMERICA
FARM SERVICE AGENCY

Richmond J. Carleton
Richmond (Borrower) J. Carleton

By: Karen M. Boyles
Karen M. Boyles

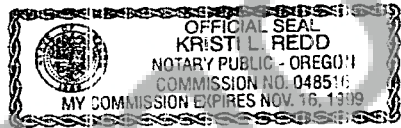
Gregory G. Carleton
Gregory G. (Borrower) Carleton

Farm Loan Manager
(Title)

ACKNOWLEDGEMENTS

STATE OF Oregon)
COUNTY OF Klamath) ss:

The foregoing instrument was acknowledged before me this 25th day of June, 19 99 by
James A. Carleton, Richmond J. Carleton & Gregory G. Carleton
partners of Carleton Farms, a partnership
(Names of Borrowers) Kristi L. Redd



Notary Public in and for the
State of Oregon
My Commission Expires 11/16/99

STATE OF Oregon)
COUNTY OF Klamath) ss:

The foregoing instrument was acknowledged before me this 25th day of June, 19 99 by
Karen M. Boyles Farm Loan Manager, Farm Service Agency.
(Name of FSA Employee) (Title of FSA Employee)
United States Department of Agriculture, on behalf of the United States of America



Kristi L. Redd
Notary Public in and for the
State of Oregon
My Commission Expires 11/16/99

State of Oregon, County of Klamath
Recorded 6/28/99, at 11:55 a.m.
In Vol. M99 Page 25577
Linda Smith,
County Clerk: Fee \$ 15- RR