

**2008-015926**

## Klamath County, Oregon

**FSA-2319 OR**  
(11-14-08)

**U.S. DEPARTMENT OF AGRICULTURE**  
Farm Service Agency

### Position 5



00056876200800159260060068

12/01/2008 11:52:55 AM

**Fee: \$46.00**

## CONTRACT MODIFICATION

(See Page 3 for Privacy Act and Public Burden Statements)

After recording, return this document to:

Klamath County Farm Service Agency  
2316 S 6th St., Ste. C  
Klamath Falls, OR

This Space Reserved For County Filing Officer Use Only

WHEREAS, Sara Manning & Barbara A. Iremonger, as Sellers, and

Christopher John Kirby and Sara Michelle Kirby, as Purchasers,  
have entered into a contract for the sale and purchase of real estate, said contract or memorandum of which is recorded

\_\_\_\_\_ , \_\_\_\_\_ in Volume or Book No. 2008 , Page 15924 , as Instrument No. \_\_\_\_\_

in the Deed or Mortgage Records of Klamath County, State of Oregon ; and

**WHEREAS**, the Purchasers desire to obtain credit from the UNITED STATES OF AMERICA, acting through the Farm Service Agency for the purpose of purchasing, improving, or continuing the operation of said real estate;

**NOW, THEREFORE**, in consideration of the advancing of said credit by the Farm Service Agency, the Sellers and the Purchasers, for themselves and their heirs, executors, administrators, successors, and assigns, do hereby agree:

1. That this agreement includes consent to the Purchasers for mortgaging the said real estate to the United States of America, acting through the Farm Service Agency, if said contract prohibits a mortgage without the Sellers' consent;
2. That this agreement includes consent to the United States of America, acting through the Farm Service Agency, for making or transferring loans and taking or retaining the related mortgage if said contract prohibits a loan or mortgage or transfer without the Sellers' consent;
3. That the Sellers will not declare said contract to be in default and the indebtedness secured thereby will not be accelerated, or will the Sellers cancel or exercise any right of forfeiture under said contract, without giving a 90-day prior written notice to the Farm Service Agency (FSA) by Certified Mail to the Farm Service Agency State Executive Director at the Oregon State FSA Office

at the following address: 7620 S. W. Mohawk

Tualatin, OR 97062-8121

4. That during said 90-day period the Farm Service Agency shall have the right to cure the default or to make payment of the amount still owing on said contract to the Sellers from the Purchasers;

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Adjudication and Compliance, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

Initials: *AK* Date: *11-24-08*



5. That should the Farm Service Agency wish to exercise its option to pay the balance owing on said contract, the Sellers will assign all their rights in the contract to the UNITED STATES OF AMERICA acting through the Farm Service Agency in consideration of payment in full by the Farm Service Agency;
6. That should the Farm Service Agency not exercise its option to cure the default or pay the balance owing on said contract, Sellers will not exercise any option to cancel said contract or to strictly foreclose it;
7. That in case of default at any time when the Farm Service Agency holds an interest in the subject real property, Seller will bring an action to foreclose the contract only under the judicial sale procedure;
8. That should the Farm Service Agency commence liquidation proceedings and thereafter acquire the real estate described in said contract, the Sellers will not declare said contract to be in any non-monetary default;
9. That to the extent that said contract secures future advances which have priority over the Farm Service Agency's mortgage or security instrument, no advances for purposes other than taxes, insurance or payments on other prior liens will be made under any future advance feature of said contract without the written consent of the State Executive Director of the Farm Service Agency;
10. That should the Farm Service Agency obtain the Purchasers' interests in the subject real property either by foreclosure or voluntary conveyance, Sellers will grant consent permitting the Farm Service Agency to transfer the property subject to said contract if said contract prohibits such transfer without the Sellers' consent.

DATED this 25 day of Nov, 2008.

Sarah R. Manning  
(Seller)

Barbara A. Isenmenger  
(Seller)

\_\_\_\_\_  
(Purchaser)

\_\_\_\_\_  
(Purchaser)

### ACKNOWLEDGEMENT

STATE OF OREGON

COUNTY OF Klamath } ss.

This instrument was acknowledged before me on Nov 25, 2008 by  
Sarah Manning (Judith Lander)  
(Name(s) of persons acknowledging)



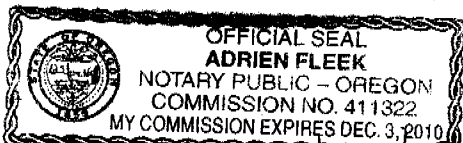
Judith Lander  
NOTARY PUBLIC  
State of Oregon  
My Commission expires: 11-27-10

### ACKNOWLEDGEMENT

STATE OF OREGON

COUNTY OF Klamath } ss.

This instrument was acknowledged before me on Nov 25, 2008 by  
Barbara A. Isenmenger  
(Name(s) of persons acknowledging)



Adrien Fleeck  
NOTARY PUBLIC  
State of Oregon  
My Commission expires: 12-3-10

Initials: SM Date: 11/25/08  
BI 11/25/08

Note: Page 3 of 3 contains only Privacy Act and Public Burden Statements, and need not be recorded.

5. That should the Farm Service Agency wish to exercise its option to pay the balance owing on said contract, the Sellers will assign all their rights in the contract to the UNITED STATES OF AMERICA acting through the Farm Service Agency in consideration of payment in full by the Farm Service Agency;
6. That should the Farm Service Agency not exercise its option to cure the default or pay the balance owing on said contract, Sellers will not exercise any option to cancel said contract or to strictly foreclose it;
7. That in case of default at any time when the Farm Service Agency holds an interest in the subject real property, Seller will bring an action to foreclose the contract only under the judicial sale procedure;
8. That should the Farm Service Agency commence liquidation proceedings and thereafter acquire the real estate described in said contract, the Sellers will not declare said contract to be in any non-monetary default;
9. That to the extent that said contract secures future advances which have priority over the Farm Service Agency's mortgage or security instrument, no advances for purposes other than taxes, insurance or payments on other prior liens will be made under any future advance feature of said contract without the written consent of the State Executive Director of the Farm Service Agency;
10. That should the Farm Service Agency obtain the Purchasers' interests in the subject real property either by foreclosure or voluntary conveyance, Sellers will grant consent permitting the Farm Service Agency to transfer the property subject to said contract if said contract prohibits such transfer without the Sellers' consent.

DATED this 24 day of NOV, 2008.

\_\_\_\_\_  
(Seller)

\_\_\_\_\_  
(Seller)

[Signature]  
(Purchaser)

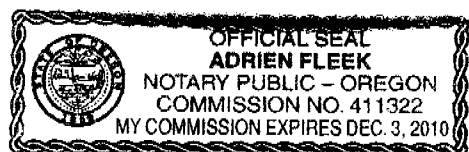
[Signature]  
(Purchaser)

## ACKNOWLEDGEMENT

STATE OF OREGON

COUNTY OF Umatilla } ss.

This instrument was acknowledged before me on November 24, 2008 by  
Christopher John Kirby and Sara Michelle Kirby  
(Name(s) of persons acknowledging)



NOTARY PUBLIC

State of Oregon

My Commission expires: 12-3-10

## ACKNOWLEDGEMENT

STATE OF OREGON

COUNTY OF \_\_\_\_\_ } ss.

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_ by  
(Name(s) of persons acknowledging)

NOTARY PUBLIC

State of Oregon

My Commission expires: \_\_\_\_\_

Initials: CK Date: 11-24-08

Note: Page 3 of 3 contains only Privacy Act and Public Burden Statements, and need not be recorded.

**Note:** The following statements are made in accordance with the Privacy Act of 1974 (5 USC 552a), the Farm Service Agency (FSA) is authorized by the Consolidated Farm and Rural Development Act, as amended (7 USC 1921 et seq.), or other Acts, and the regulations promulgated thereunder, to solicit the information requested on its application forms. The information requested is necessary for FSA to determine eligibility for credit or other financial assistance, service loans, and conduct statistical analyses. Supplied information may be furnished to other Department of Agriculture agencies, the Internal Revenue Service, the Department of Justice or other law enforcement agencies, the Department of Defense, the Department of Housing and Urban Development, the Department of Labor, the United States Postal Service, or other Federal, State, or local agencies as required or permitted by law. In addition, information may be referred to interested parties under the Freedom of Information Act, to financial consultants, advisors, lending institutions, packagers, agents, and private or commercial credit sources, to collection or servicing contractors, to credit reporting agencies, to private attorneys under contract with FSA or the Department of Justice, to business firms in the trade area that buy chattel or crops or sell them for commission, to Members of Congress or Congressional staff members, or to courts or adjudicative bodies. Disclosure of the information requested is voluntary. However, failure to disclose certain items of information requested, including Social Security Number or Federal Tax Identification Number, may result in a delay in the processing of an application or its rejection.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0237. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

Initials: CK SML Date: 11/24/08

*Note: Page 3 of 3 contains only Privacy Act and Public Burden Statements, and need not be recorded.*

Note: The following statements are made in accordance with the Privacy Act of 1974 (5 USC 552a), the Farm Service Agency (FSA) is authorized by the Consolidated Farm and Rural Development Act, as amended (7 USC 1921 et seq.), or other Acts, and the regulations promulgated thereunder, to solicit the information requested on its application forms. The information requested is necessary for FSA to determine eligibility for credit or other financial assistance, service loans, and conduct statistical analyses. Supplied information may be furnished to other Department of Agriculture agencies, the Internal Revenue Service, the Department of Justice or other law enforcement agencies, the Department of Defense, the Department of Housing and Urban Development, the Department of Labor, the United States Postal Service, or other Federal, State, or local agencies as required or permitted by law. In addition, information may be referred to interested parties under the Freedom of Information Act, to financial consultants, advisors, lending institutions, packagers, agents, and private or commercial credit sources, to collection or servicing contractors, to credit reporting agencies, to private attorneys under contract with FSA or the Department of Justice, to business firms in the trade area that buy chattel or crops or sell them for commission, to Members of Congress or Congressional staff members, or to courts or adjudicative bodies. Disclosure of the information requested is voluntary. However, failure to disclose certain items of information requested, including Social Security Number or Federal Tax Identification Number, may result in a delay in the processing of an application or its rejection.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0237. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

Initials: SM Date: 11/25/08 Note: Page 3 of 3 contains only Privacy Act and Public Burden Statements, and need not be recorded.  
B7 11/25/08