

COMMUNITY PROGRAMS ASSUMPTION AGREEMENT

PART A

1. TRANSFER CASE NUMBER				2. TRANSFEREE NAME							
3. ASSUMPTION TYPE		4. NOTE INTEREST RATE			5. EFFECTIVE DATE			6. AMOUNT ASSUMED			
7. APPROVAL DATE				8. APPROVAL DATE			9. TRANSFEROR CASE NUMBER				
10. TRANSFEROR NAME						11. LOAN NUMBERS BEING TRANSFERRED					
12. PURCHASE CODE 0-PROGRAM 1-NONPROGRAM		13. FUND CODE		14. RACE/TAX CODE		15. EMPLOYEE RELATIONSHIP CODE		16. ASSUMPTION CODE: 1-SAME 2-NEW		17. RELEASE FROM LIABILITY 1-YES 2-NO	

PART B

AGREEMENT

This agreement dated _____, _____, is between the United States of America, acting through the Rural Housing Service or the Rural Utilities Service or the Rural Business-Cooperative Service (herein called the Agency), and the assuming party, _____

(herein called Transferee), whose mailing address is _____

_____. The Government is the holder of debt instrument(s) executed by _____

_____ and identified as follows:

TABLE I

Instrument Type	Date Executed	Principal Amount	UNPAID ON DATE HEREOF		Int. Rate	Ins. Charge Rate
			Principal	Accrued Interest		

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 0575-0066. The time required to complete this information collection is estimated to average 30 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.

WHEREAS in connection with such loans the following security instruments were taken on property described therein which is located in _____
 County, State of _____.

TABLE II

KIND OF INSTRUMENT	DATE EXECUTED	OFFICE WHERE RECORDED	BOOK/VOLUME/DOCUMENT NO.	PAGE NUMBER

Now therefore, in consideration of the assumption of indebtedness as herein provided and the Agency's consent to the assumption and related conveyance of security property, if applicable, it is agreed as follows:

- The transferee hereby jointly and severally assumes liability for and agrees to pay to the order of the Agency, or to the order of the insured holder through the Agency if and when an insured holder is the holder of said debt instrument(s), at the office of the Agency shown below, the entire unpaid indebtedness in accordance with the rates and terms specified in the following subparagraphs (a) or (b) designated by an X in the appropriate block:

(a) Same Rates/Terms. The entire unpaid indebtedness will be paid in accordance with the rates and terms stipulated in the debt and security instruments listed in Tables I and II of Part B of this agreement.

(b) New Rates/Terms. The entire unpaid indebtedness will be paid in the amounts and at the times specified in the following subparagraph (i) or (ii) designated by an X in the appropriate block.

(i). The sum of _____ dollars (\$ _____) plus interest at the rate of _____ percent (_____ %) per annum, paid in installments of \$ _____ on _____, _____, and \$ _____ thereafter on the _____ of _____ until the principal and interest are fully paid, except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable _____ (_____) months/years from the date of this Assumption Agreement.

(ii). The sum of _____ dollars (\$ _____) with interest thereon at the rate of _____ percent (_____ %) per annum from the date hereof. The principal and interest shall be due and payable as follows:

\$ _____ on _____, ____; \$ _____ on _____, ____; \$ _____ on _____, ____;
 \$ _____ on _____, ____; \$ _____ on _____, ____; \$ _____ on _____, ____;
 \$ _____ on _____, ____; \$ _____ on _____, ____; \$ _____ on _____, ____;
 \$ _____ on _____, ____; \$ _____ on _____, ____; \$ _____ on _____, ____;
 \$ _____ on _____, ____; \$ _____ on _____, ____; \$ _____ on _____, ____;

and a final installment in the amount of any remaining portion of the indebtedness hereby assumed which shall be paid on or before _____, _____. Interest hereafter accruing shall be due and payable on the same dates as principal installments listed above.

2. The provisions of said debt and security instruments and of any outstanding agreements executed or assumed by the present debtors pertinent thereto shall, except as modified herein, remain in full force and effect, and the transferee hereby assumes the obligations of and agrees to be bound by and to comply with all covenants, agreements and conditions contained in said instruments and agreements, except as modified herein, the same as if they had executed them as of the dates thereof as principal obligors, including any obligation to pay the Agency an insurance charge in addition to interest if and as provided in any such instruments.
3. REFINANCING AGREEMENT: If at any time it shall appear to the Agency that the transferee may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, transferee will, at the Agency's request, apply for and accept a loan in a sufficient amount to pay the loan(s) hereby assumed in full and, if the lender is a cooperative, to pay for any necessary stock. (Refinancing requirements do not apply to loans classified as nonprogram loans.)
4. This agreement shall be subject to present regulations of the Agency and to its future regulations which are not inconsistent with the express provisions hereof.
5. When the loan(s) hereby assumed is held by an insured holder, prepayments made by the transferee may, except for final payment, be remitted by the Agency to the holder on an annual installment due date basis or other basis established by Agency regulation. Final payment will be remitted promptly. The effective date of every payment made by the transferee shall be the date the payment is received by the Agency.
6. The property described in Table II was obtained or improved through Federal financial assistance. This property is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the property continues to be used for the same or similar purpose for which financial assistance was extended or so long as the transferee owns it, whichever is longer.

TRANSFEEE

(SEAL)

Attest:

Name of Transferee

BY _____

BY _____

TITLE _____

TITLE _____

Agency Name

UNITED STATES OF AMERICA

Agency Name

OFFICE ADDRESS:

BY _____

TITLE _____
