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**FSA-2572**  
(Proposal 6)

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

OMB Form Approved - 0560-XXXX

Position 1

## **AGREEMENT OF SECURED PARTIES TO SALE OF SECURITY PROPERTY**

1. This Agreement, executed as of the (a) \_\_\_\_\_ day of (b) \_\_\_\_\_, 20 (c) \_\_\_\_\_, between the United States of America acting through the Farm Service Agency, hereafter called the "Government," and the undersigned secured parties or lienholders, hereafter called "secured parties."

WITNESSETH:

WHEREAS, (d) \_\_\_\_\_, hereafter called the "Borrower" are indebted for loans or advances owed to or insured by the Government in the amount of \$ (e) \_\_\_\_\_ with interest, which indebtedness or insurance obligation is secured in whole or in part by financing statement, security agreement, crop and chattel mortgages or other lien instruments hereafter called "security instruments" on certain personal property hereinafter described, and

WHEREAS, the Government desires to take possession of and to sell the personal property covered by the aforesaid security instrument and to apply the proceeds thereof as herein provided.

NOW, THEREFORE, it is hereby mutually agreed as follows:

The Government may take possession and sell in any manner provided in its security instruments or as otherwise provided by law, the following described personal property.

Itemized Description: (f)

*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 Civil Rights, 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.*

2. The Government agrees (a) to exert its best efforts, but shall not be required, to sell said personal property within 60 days from the date of this agreement, or as required by State law, and (b) to care for said personal property pending the sale.

3. The Government will not be responsible for loss resulting from the death, spoilation, deterioration damage, disappearance, or theft of any said personal property described in this agreement, except when such loss is due to the negligence or positive wrongful act of any agent of the Government or of a caretaker in whose custody such property has been placed by the Government pending sale. The Government shall determine when such negligence or wrongful act exists and the amount of the loss, and such determination shall be conclusive. In cases falling within the foregoing exception, the Government will pay an amount equal to the loss sustained for application in accordance with the priorities established in paragraph 4 hereof.

4. The proceeds of such sale will be applied in payment of: (1) the expenses of conducting the sale, including any costs of advertising and search of lien records, or the reimbursement of the Government for any such expenditures as it may have made or incurred; (2) the expenses of cultivating, harvesting, protecting, preserving, transporting, custody, care, storage, and any tests or inspections required by law of the property, pending the sale, or the reimbursement of the Government for any such expenditure as it may have made or incurred; (3) secured claims in the order of their priority; (4) any other indebtedness of the Borrower owed to or insured by the Government which is unsecured or is secured by liens on other property; and (5), the balance, if any, to the Borrower.

5. It is further agreed that releases of security interest in the property sold will be executed and delivered to any purchaser at the sale, and that if any undersigned secured party fails to execute or deliver such releases, the Government may do so as his/her agent.

6. The Government will not be responsible for loss resulting from the death, spoilation, deterioration damage, disappearance, or theft of any said personal property described in this agreement, except when such loss is due to the negligence or positive wrongful act of any agent of the Government or of a caretaker in whose custody such property has been placed by the Government pending sale. The Government shall determine when such negligence or wrongful act exists and the amount of the loss, and such determination shall be conclusive. In cases falling within the foregoing exception, the Government will pay an amount equal to the loss sustained for application in accordance with the priorities established in paragraph 4 hereof.

7. IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

**UNITED STATES OF AMERICA  
U.S. DEPARTMENT OF AGRICULTURE  
FARM SERVICE AGENCY**

8A. Authorized Agency Official Name	8B. Title
8C. Signature	8D. Date

**SECURED PARTIES**

9A. Name and Address of Lienholder/Secured Party	9B. Signature	9C. Date
	9D. Security/Collateral	9E. Lien Amount \$
10A. Name and Address of Lienholder/Secured Party	10B. Signature	10C. Date
	10D. Security/Collateral	10E. Lien Amount \$
11A. Name and Address of Lienholder/Secured Party	11B. Signature	11C. Date
	11D. Security/Collateral	11E. Lien Amount \$
12A. Name and Address of Lienholder/Secured Party	12B. Signature	12C. Date
	12D. Security/Collateral	12E. Lien Amount \$

**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 the loan, 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-XXXX. The time required to complete this information collection is estimated to average 15 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.***