OMB Control No. 0560-0155 OMB Expiration Date: 07/31/2020

(See Page 3 for Privacy Act and Paperwork Reduction Act Statements.)

FSA-2242 U.S (03-03-15)	6. DEPARTMENT OF AGRIC Farm Service Agenc			Position 2
AS	SIGNMENT OF GUA	ARANTEE		
PART A - BACKGROUND INFORMATION				
Lender's Name and Mailing Address	Agency's Name and	d Mailing Address		
Holder's Name, Mailing Address and Email Address	4. Borrower's Name			
	5. Loan Type		6 Case	Number
	FO OL	A. State Cd.	B. County Cd.	C. Borrower's ID No.
	7. Original Loan Amou	unt	8. Date Promis	ssory Note Executed
	9. Amount of Principal (a) \$	Outstanding	(b) As o	of Date:
10. The United States of America, acting through the Farm or predecessor RD-449-34 or earlier version of the Agenc guarantee. The holder agrees to purchase, and the lender a (c) \$ of such loan now out	y loan guarantee with the leassigns (b)	nder. This loan ha	as been issued with of the guaranteed	
11. <b>SERVICING FEE:</b> The lender will retain a servicing	g fee of: (a) \$		or (b)	%.
Copies of the following are attached:				

- FSA-2235/FSA-1980-27, "Loan Guarantee," or predecessor RD-449-34, "Loan Note Guarantee," or earlier versions of the Agency's guaranteed document.
- Promissory Note.

PART B - LENDER CERTIFICATION: T	he Lender certifies or agrees that:
1. Guarantee Fee	It has paid any required guarantee fee to the Government in exchange for the issuance of the loan guarantee.
2. Knowledge of Borrower Prepayment	It has no knowledge or information, through the exercise of reasonable diligence, that would indicate the likelihood of default or prepayment.
3. Payment Funds	In the event of prepayment, any funds will be either the borrower's own funds, or funds borrowed by the borrower pursuant to a separate transaction, and the prepayment is in accordance with the loan documents.
4. Servicing Responsibilities	It will be responsible for servicing the entire loan and will remain mortgagee and secured party of record.
5. Loan Security	The entire loan will be secured by the same security with equal lien priority for the guaranteed and unguaranteed portions of the loan.
6. Remitting Payments	It will receive all payments of principal or interest (including any loan subsidy) and will promptly remit to the holder the holder's pro rata share determined according to the respective interests, in the loan, as agreed by the holder and lender.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint\_filing\_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

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PART C - REPURCHASE O	
1. Lender Repurchase	The lender acknowledges that it has no authority to unilaterally repurchase the guaranteed portion from the holder without written concurrence from the Government. Lender may repurchase only as provided in this agreement and 7 C.F.R. Part 762.
2. Repurchase for Servicing Purposes	Lender may repurchase the loan to restructure loan payments or other servicing actions. If the borrower's ability to remain in business is directly dependent upon a change in the provisions relating to the borrower's installment payments, the Government may permit the lender to repurchase the guaranteed interest from the holder if all of the following conditions exist:  a. Lender has submitted a written request to Government for concurrence providing justification for repurchase.
Servicing Furposes	
	b. The change in terms and conditions are to the borrower's benefit.
	c. The lender must change the loan terms and conditions if repurchased.
3. Government Repurchase for Servicing Purposes	If the lender does not repurchase the loan, Government at its option may purchase the guaranteed portions of the loan for servicing purposes.
4. Holder Demand	The holder will have the right to demand repurchase, in either of the circumstances below. The holder will notify the Government when circumstances exist that would give them the right to demand repurchase. The amount repurchased will be equal to the unpaid guaranteed portion of the principal and interest less lender's servicing fee.
for Repurchase	a. The borrower is in default not less than 60 days on principal or interest due on the loan; or,
	b. The lender has failed to remit to the holder the holder's pro rata share of any payment made by the borrower or the Agency.
5. Process for Holder to Demand Repurchase	<ul><li>a. To demand repurchase, the holder will send a letter to the lender with a copy to the Government demanding repurchase of the loan.</li><li>b. The lender will repurchase the guaranteed portion if desired or if necessary to facilitate servicing of the loan such as the application of interest assistance, or to restructure the terms of a defaulted loan when the holder will not agree to the change.</li></ul>
	c. The lender will accept an assignment without recourse from the holder upon repurchase.
	If the lender does not repurchase the loan, the holder must inform the Government that demand was made on the lender and the lender refused. Following the lender's refusal, the holder may continue as holder of the loan or demand that the Government purchase the guaranteed portion.
6. Government Repurchase	If the holder demands Government purchase, the Government will pay the holder within 30 days when both the lender and holder agree on the repurchase amount. The Government will only pay interest that accrues up to 90 days after the holder has demanded repurchase by the lender. However, if the holder requested purchase by the Government within 60 days of the request to the Lender and for any reason not attributable to the holder and the lender, the Government cannot make payment within 30 days of the holder's demand to the Government, the holder will be paid interest to the date of the payment.
	The Government may purchase the guaranteed portion from the holder for servicing at any time at its option. When the Government purchases the guaranteed portion, the holder will re-assign the assignment of guarantee to the Government without recourse.
7. Lender Obligations for Government	a. Lender consents to the purchase by the Government and agrees to furnish on request by Government a current statement certified by an appropriate authorized officer of the lender of the unpaid principal and interest then owed by the borrower on the loan and the amount then owed to any holder. Any discrepancy between the amount claimed by the holder and the information submitted by the lender must be resolved before payment will be approved. Such a conflict will suspend the running of the 30 day payment requirement.
Repurchase	b. Lender agrees that any purchase by Government does not change, alter or modify any of the lender's obligations to Government arising from said loan or guarantee, nor does it waive any of Government's rights against lender and that Government has the right to set off against lender all rights inuring to Government as the holder of this instrument against Government's obligation to the lender under the loan guarantee.

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er will succeed to all rights of the le The lender, however, will remain be T.R. Part 762 now in effect and future oan guarantee constitutes an obligate stable except for fraud or misreprenent or which it participates in ording contained herein shall constitute ender agrees to promptly reimburse 762 which, if such lender had held the essary, the holder will join to institute guarantee and right to require purchaspresentation by the lender or any uniterest.	e any waiver by the Government of any rights it possesses against the lender. It the Government for any payment to a holder in accordance with 7 C.F.R. the guaranteed portion of the loan, Government would not be required to utte foreclosure action, or in lieu of foreclosure, take a deed of conveyance.  The action of the loan guarantee by the holder notwithstanding any fraud or menforceability of the loan guarantee by the lender.	
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presentation by the lender or any ur	nenforceability of the loan guarantee by the lender.	
misrepresentation by the lender or any unenforceability of the loan guarantee by the lender.  The holder, upon written notice to Government and the lender, may reassign the unpaid guaranteed portion of the loan		
	gnee will succeed to all rights and obligations of the holder hereunder.	
	2. Title (print)	
	4. Date	
	6. Title (print)	
	8. Date	
	10. Title (print)	
	12. Date	

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552a - as amended). The authority for requesting the information identified on this form is the Consolidated Farm and Rural Development Act, as amended (7 U.S.C. 1921 et. seq.). The information will be used to determine eligibility and feasibility for loans and loan guarantees, and servicing of loans and loan guarantees. The information collected on this form may be disclosed to other Federal, State, and local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in the applicable Routine Uses identified in the System of Records Notice for USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial for loans and loan guarantees, and servicing of loans and loan guarantees. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

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 0560-0155. 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. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**