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**FSA-2043**  
(02-07-19)

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

Position 1

**ASSIGNMENT OF PROCEEDS FROM THE SALE OF DAIRY PRODUCTS AND RELEASE OF SECURITY INTEREST**

**PART A – GENERAL**

1. Name and Address of Seller	3. Name and Address of Purchaser
2. Seller's Telephone Number	4. Purchaser's Telephone Number
5. Effective Date of Assignment	6. Patron Account Number

**PART B – SELLER AGREEMENT**

1. In consideration of a loan made by the United States, acting through the U.S. Department of Agriculture, Farm Service Agency (FSA), the Seller assigns and transfers to FSA the following percentages or amounts of the purchase price due or which may become due, to seller from the Purchaser for dairy products sold, or which may be sold, to, by, or through Purchaser, as indicated below:

(a) \_\_\_\_\_ percent payable (b) \_\_\_\_\_ ;

(c) \$ \_\_\_\_\_ of the purchase price, payable (d) \_\_\_\_\_ or full purchase price if less than that amount;

all proceeds from sales in excess of (e) \$ \_\_\_\_\_ payable (f) \_\_\_\_\_ ;

until FSA releases or suspends this assignment in writing, giving notice of that action to Purchaser. This assignment supersedes any previous assignment to FSA of income due Seller from the above-named Purchaser.

2. Special Instructions

3. By signing below, the Seller directs and authorizes Purchaser to make and deliver payments.

3(a) Signature	3(b) Date
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**PART C – PURCHASER ACCEPTANCE (Continued on Page 2)**

1. The undersigned consents to accept the above assignment and agrees to remit to FSA the sum of money provided in the assignment, when due and payable under it. This assignment will be given priority over any subsequent assignments granted to other lenders. Payments will be identified by the name and address of the Seller, Patron Account Number, or as otherwise agreed. If payment is made by check, the check will be payable and delivered as provided below:

(a) To the order of the Farm Service Agency

(b) Jointly to the order of the Seller and the Farm Service Agency

(c) To the order of \_\_\_\_\_

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](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](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.

**PART C – PURCHASER ACCEPTANCE**

2. As used in this assignment, "purchase price due or which may become due" means that amount which Purchaser owes or may owe Seller for the sale to, by, or through Purchaser of dairy products after any deduction of the following codes:

- 1 - any amounts entitled to legal priority over this assignment.
- 2 - obligations of Seller in favor of Purchaser in connection with membership dues, commission of checkoff, expendable operating supplies, and minor items of operating equipment (but not major capital items of equipment) furnished to the Seller and necessary for production of dairy products whether such obligations arise or mature before or after the effective date of this assignment.
- 3 - revolving fund credits, patronage refunds, or per unit capital returns, allocated or paid by Purchaser to Seller before or after the effective date of this assignment.
- 4 - payments made by or through Purchaser for transportation of said dairy products of members to market, regardless of the date of the payment.

3. As of \_\_\_\_\_, the Purchaser has accepted the following assignments of income due the Seller:

3(a) Name	3(b) Address	3(c) Amount of Deduction	3(d) Date of Assignment or Prior Claim	3(e) Deduction Priority Code
		\$		
		\$		
		\$		
		\$		

4. Name of Purchaser's Duly Authorized Representative	5. Title
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6. Signature	7. Date
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**PART D – RELEASE OF SECURITY INTEREST**

1. In consideration of the acceptance of this assignment by the above-named Purchaser, FSA hereby releases any lien or security interest it has or may have in dairy products sold by the Seller to, by, or through Purchaser. This release is granted only to the extent the payments are made as set forth above. In the event there are insufficient proceeds to meet said payments because of either prior authorized assignments or low production by the Seller, the Purchaser will not be held liable for the difference for that planned payment.

2. Name of Agency Official	3. Title	4. Date
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5. Signature	6. Address of FSA Office
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**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 0560-0237 The time required to complete this information collection is estimated to average 20 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.***