

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT
FARM SERVICE AGENCY

OFFER TO CONVEY SECURITY

| | | |
|---------------|--|----------|
| TYPE OF LOAN | | STATE |
| BORROWER NAME | | COUNTY |
| | | CASE NO. |

I. We hereby offer to convey to the United States of America, acting through the Rural Housing Service, Rural Utilities Service, Rural Business-Cooperative Service, Farm Service Agency, herein called the "Agency", our property covered by mortgages, deeds of trust, or other security instruments held or insured by the Agency.

in full satisfaction of

for a credit equal to the value of the property as determined by the Agency, less prior liens, if any, on our obligations which are secured by or described in such instruments and any obligations incurred on our behalf, as authorized below, in connection with the conveyance of satisfactory title to the Agency.

II. We agree to remove at our expense all prior and junior liens, (except Agency liens) and all other encumbrances and title defects (now known or hereafter disclosed) except those approved by the Agency in writing.

III. We agree that the following items will be paid by us or may be paid by the Agency and charged to our account as indicated by the marked blocks:

| Will be Paid BY Us | May be Paid by the Agency and Charged to Our Account | Item |
|--------------------------|---|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Expenses necessary or incidental to such conveyance (including but not limited to expenses of title examination, survey, revenue stamps, notary and recording fees.) |
| <input type="checkbox"/> | <input type="checkbox"/> | Cost of keeping insurance in force on the property in accordance with the provisions of the security instruments until our deed to the Agency is recorded. |
| <input type="checkbox"/> | <input type="checkbox"/> | Cost of title insurance if required by the Agency. |
| <input type="checkbox"/> | <input type="checkbox"/> | Taxes and assessments, and any liens approved by the Agency for which payment is necessary to clear title. |

Any items described above in this paragraph not paid by us may be paid by the Agency, at its option and charged to our account.

IV. We hereby assign to the Agency the following:

- (1) all our right, title and interest in all insurance premiums paid by the Agency and charged to our account and all unpaid claims arising from insurance policies in effect at any time on any buildings on said property;
- (2) all our right, title and interest in all abstracts of title, title insurance policies or other title evidence, and in all outstanding leases to which said property is subject, including oil and gas and other types of mineral leases; and
- (3) funds now on deposit, including borrower and Agency funds in a construction, supervised, or other account under agreement with the Agency and/or _____;
(Name of Bank)
- (4) all our rights, title, and interest in all contract rights, inventories, equipment, furnishings, accounts, general intangibles, gross receipts, gifts, pledges, income, and revenue as described in security instruments held or insured by the Agency.

If cash proceeds from this assignment are received by the Agency before title to the property passes to the Agency, the proceeds shall be applied to the indebtedness.

V. We agree to deliver possession of said property to the Agency when it notifies us that our offer is accepted.

VI. The Agency may accept or reject this offer at anytime by indicating so in Item VII below and delivering or mailing a copy of this offer to us at the address currently in the Agency Finance Office records or such other address as we may direct. We understand that we may withdraw this offer by written notice delivered to the Agency at anytime prior to its acceptance.

Individual(s):

_____ *Borrower*

_____ *Co-Borrower*

Date: _____

Date: _____

Proprietorship, Partnership, Corporation, Association, Public Body, or Other Entity: _____

Attest

_____ *Borrower Name*

By: _____

By: _____

Title: _____

Title: _____

Decision by Agency:

VII. Your offer to convey security is accepted rejected.

VIII. In accordance with the terms of your offer, you are/ are not to be released from liability.

Date: _____
_____ *(Approval Official)*

_____ *(Title)*