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0237

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(See Page 5 for Privacy Act and Paperwork Reduction Act Statements)

FSA-2319 MO
(XX-XX-25)

U.S. DEPARTMENT OF AGRICULTURE
Farm Service Agency

Position 5

AGREEMENT WITH PRIOR LIENHOLDER

Date _____

1. **WHEREAS** _____ (Mortgagee/Beneficiary) is the holder of a certain _____ (Security Instrument) recorded as recorder's number _____ or in Book No. _____ Page _____, of the Real Estate Records of _____ County, Missouri.

2. **WHEREAS** _____ (Mortgagor/Grantor) is the owner of certain real estate described in the above listed security instrument; and

3. **WHEREAS**, _____ (Borrower) has applied to the United States of America, United States Department of Agriculture, acting through the Farm Service Agency (Government/Grantee), for a loan for the purpose of improving or purchasing and improving the real estate, to be secured by a mortgage, deed of trust, or other security instrument that will be subject to the Security Instrument held by or the benefit of Mortgagee/Beneficiary;

4. **THEREFORE**, in consideration of the making of the loan by the Government/Grantee, the Mortgagee/Beneficiary, Mortgagor/Grantor, and Borrower, for Mortgagee's/Beneficiary's, Mortgagor's/Grantor's, and Borrower's self, heirs, executors, administrators, successors, and assigns do hereby respectively agree:

(a) In accordance with RS Mo, 443.325, request is hereby made that notice of sale under the deed of trust (or mortgage) recorded the _____ day of _____, 20____, (as recorder's number _____ or in Book _____, Page _____) of the Records of _____ County, Missouri, the legal description of the property being

LEGAL DESCRIPTION IS ATTACHED AS EXHIBIT A

Executed by _____ as Grantor
(or Mortgagor) in which _____ is
named as Beneficiary (or Mortgagee) and _____
as Trustee, be mailed to United States Department of Agriculture, Farm Service Agency, 601 Business Loop 70
West, Parkade Center, Suite 225, Columbia MO 65203, not less than twenty days prior to the scheduled date of
sale.

(b) That the Government/Grantee may, at its option cure any monetary default by paying the amount of the
Mortgagor's/Grantor's delinquent payments to the Mortgagee/Beneficiary, or pay the obligation in full and the
Mortgagee/Beneficiary will assign the lien to the Government/Grantee.

(c) That should the Government/Grantee commence liquidation proceedings and thereafter acquire the real
estate covered by the Security Instrument, the Mortgagee/Beneficiary will not declare the Security Instrument to
be in non-monetary default.

(d) That to the extent the Security Instrument secures future advances, which have priority over the
Government's/Grantee's security instrument, no advances for purposes other than taxes, insurance or payment on
other prior liens will be made under any future advance feature of the Mortgagee's/Beneficiary's Security
Instrument without the written consent of the Government/Grantee.

(e) That this agreement includes consent to the Government/Grantee for making or transferring loans and
taking or retaining the related mortgage notwithstanding any provision of the Mortgage which prohibits a loan,
mortgage or transfer without the Mortgagee's/Beneficiary's consent; and

(f) That should the Government/Grantee obtain title to the property either by foreclosure or voluntary
conveyance, the Mortgagee/Beneficiary will grant consent so the Government/Grantee may transfer the property
subject to the prior lien notwithstanding any prohibition in the Mortgagee's/Beneficiary's security instrument to
the contrary.

(g) That in the event of foreclosure of the Deed of Trust in favor of Mortgagee/Beneficiary by power of sale,
and in the event the Government/Grantee, is the successful bidder at said sale, or in the event a third party is the
successful bidder at said sale, Borrower, and Mortgagor/Grantor, herewith assign to the Government/Grantee,
any proceeds resulting from said sale conducted by Trustee, in excess of those amounts required to satisfy the
claims of the Mortgagee/Beneficiary as defined in its Deed of Trust and those amounts payable to parties having
liens superior to that of the Government/Grantee.

(h) That in the event of foreclosure of the Deed of Trust in favor of Mortgagee/Beneficiary by power of sale,
and in the event the Government/Grantee, is the successful bidder at said sale, or in the event a third party is the
successful bidder at said sale, Trustee will and is hereby directed by Mortgagee/Beneficiary, to distribute any
proceeds from said sale in excess of those amounts required to satisfy the claims of the Mortgagee/Beneficiary as
defined by its Deed of Trust and those amounts payable to parties having liens superior to that of the
Government/Grantee, and to the Government/Grantee, to the extent necessary to satisfy the amounts owed the
Government/Grantee.

(i) That the provisions of this instrument are controlling as to the disposition of any excess sale proceeds as
herein described, any provision in Mortgagee's/Beneficiary's Deed of Trust to the contrary notwithstanding.

5. **IN WITNESS WHEREOF**, Mortgagee/Beneficiary has executed this Agreement by signing on the _____ day of _____, 20__.

Signatures of Mortgagee(s)/Beneficiary(ies)

(As Individuals)

(As Entity)

[Mortgagee/Beneficiary Corporate typed name]

[Mortgagee/Beneficiary typed name]

By: _____
[Name and Title-typed]

[Mortgagee/Beneficiary typed name]

(Address)

(Address)

ACKNOWLEDGMENT (Mortgagee/Beneficiary)

STATE OF MISSOURI

COUNTY OF _____

} ss.

On the _____ day of _____ in the year of 20__, before me, _____
_____, a Notary Public in and for said state, personally
appeared _____ known to me to be the
identical person who executed the within Agreement with Prior Lienholder, and acknowledged to me that
_____ executed the Same for the
purposes therein stated and acknowledged that its execution is a voluntary act and deed.

Notary Public
Commissioned in _____ County

(SEAL)

My commission expires: _____

6. **IN WITNESS WHEREOF**, Mortgagor/Grantor/Borrower has executed this Agreement by signing on the _____ day of _____, 20__.

Signatures of Mortgagor(s)/Grantor(s)/Borrower(s)

(As Individuals)

(As Entity)

[Mortgagor/Grantor/Borrower typed name]

[Mortgagor/Grantor/Borrower typed name]

By: _____
[Name and Title-typed]

[Mortgagor/Grantor/Borrower typed name]

(Address)

(Address)

ACKNOWLEDGMENT (Mortgagor/Grantor/Borrower)

STATE OF MISSOURI

COUNTY OF _____

} ss.

On the _____ day of _____ in the year of 20__, before me,

_____, a Notary Public in and for said

state, personally appeared _____

known to me to be the identical person who executed the within Agreement with Prior Lienholder and

acknowledged to me that _____

executed the same for the purposes therein stated and acknowledged that its execution is a voluntary act and deed.

Notary Public
Commissioned in _____ County

(SEAL)

My commission expires: _____

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 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.**

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Exhibit A Legal Description