

FSA-2319 TN
(XX-XX-25)

(See Page 2 for Privacy Act and Paperwork Reduction Act Statements)
U.S. DEPARTMENT OF AGRICULTURE
Farm Service Agency
Position 5

AGREEMENT WITH PRIOR LIENHOLDER FOR TENNESSEE

1. WHEREAS (a) _____

(Mortgagee) is the holder of a certain (b) _____

(Security Instrument) recorded in Book No. (c) _____

Page (d) _____, of the (e) _____ Records of (f) _____

County, Tennessee.

2. WHEREAS _____

(Mortgagor) is the owner of certain real estate described in the above listed security instrument; and

3. WHEREAS, Mortgagor has applied to the United States of America, United States Department of Agriculture, acting through the Farm Service Agency (Government), for a loan to be secured by a mortgage, deed of trust, or other security instrument that will be subject to the Security Instrument held by or for the benefit of Mortgagee;

4. THEREFORE, in consideration of the making of the loan by the Government, Mortgagee, for Mortgagee's self, heirs, executors, administrators, successors, and assigns does hereby agree:

(a) That, if not required under State law, foreclosure proceedings will not begin unless the Government is provided prior written notice by certified mail not later than the date the notice to cure is provided to the borrower. This notice will be sent to the following address:

(b) That the Government may, at its option cure any monetary default by paying the amount of the Mortgagor's delinquent payments to the Mortgagee, or pay the obligation in full and the Mortgagee will assign the lien to the Government subject to any provisions for borrower rights incorporated therein or otherwise applicable to the Mortgagor as stated in statute or regulation.

(c) That to the extent the Security Instrument secures future advances, which have priority over the Government'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 Security Instrument without the written consent of the Government. Nothing in this Agreement shall be construed to prevent the Mortgagee from readvancing within an existing line of credit up to the existing maximum principal borrowing limit; and

(d) That the indebtedness due to the Mortgagee is \$ _____ unpaid principal, and \$ _____ unpaid interest, as of _____, plus additional interest accruing at the rate of \$ _____ per day thereafter. The interest rate is _____ percent.

(e) And to the extent the Security Instrument contains a "dragnet clause" which secures separate subsequent debts to the Mortgagee, any such debts are agreed to be junior in priority to the debt of the Government to which this Agreement applies; and

(f) That this agreement includes consent to the Government for making loans and taking the related mortgage notwithstanding any provision of the Mortgage which prohibits a loan or mortgage without the Mortgagee's consent.

5. **IN WITNESS WHEREOF**, Mortgagee has executed this Agreement by signing on the

(a) _____ day of (b) _____, (c) 20 _____.

BY (d) _____

TITLE (e) _____

6. ACKNOWLEDGMENT

State of Tennessee

County of _____

On this the _____ day of _____, 20 _____, before me
personally appeared _____

to me known to be the person described in, and who executed the foregoing instrument, and acknowledged that
such person executed the same as such person's free act and deed.

Notary Public (SEAL)

Notary Public

NOTE: Privacy Act Statement: 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.

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