

FSA-2044 OK
(XX-XX-XX)U. S. DEPARTMENT OF AGRICULTURE
Farm Service Agency

Position 5

**ASSIGNMENT OF INCOME FROM
REAL ESTATE SECURITY FOR
OIL AND GAS LEASE**

KNOW ALL MEN BY THESE PRESENTS, that the United States of America, acting through the Farm Service Agency, United States Department of Agriculture (hereinafter called the "Government"), is the holder of a promissory note in the original principal amount of (1) (\$), made to (2) , of (3) County, State of Oklahoma, (hereinafter called the "Borrower").

The said loan is secured by the following described real estate mortgage executed by the Borrower and recorded in (3a) County, Oklahoma:

(3b)	(3c)	(3d)
Date of Mortgage	Book No.	Page No.
Mortgage USA		

NOW, THEREFORE, in consideration of the Government's making said loan, or permitting the Borrower to execute the hereinafter described lease, the Borrower does hereby sell, assign, transfer, and convey to the Government,

(4) percent (%) of any and all rents, royalties, bonuses, payments, delay moneys, damages, and other income which may now be or hereafter become owing to the Borrower under the terms of said lease,

(5) except any which the Borrower has heretofore contracted and which, pursuant to such contract, are credited as payment on other liens or contracts superior and prior to the rights held by the Government in and to the property described in the mortgage referred to below, (5) which is described as follows:

(6)

or of any renewal or extension thereof or of any other lease or agreement supplementary thereto which may be entered into between the Borrower and the Lessee. (7) The Borrower does hereby covenant that he has made no other assignment or encumbrance of said income. (7)

The lease described above covers certain real estate, which is encumbered, in whole or in part, by the mortgage referenced above, which real estate is described as follows:

(8)

The Lessee, and the heirs, executors, administrators, successors, and assigns thereof, are hereby directed to pay to the Government the aforesaid percentage of all sums now owing or to become owing to the Borrower under said lease by checks payable to:

- (9) ☐ Farm Service Agency (FSA) for the account of Borrower
- ☐ Farm Service Agency (FSA) and Borrower.

The checks will be to be remitted to the Farm Loan Manager, Farm Service Agency, USDA, (9a) or to such other person and/or address as may be designated in writing by the State Executive Director of the Farm Service Agency, until notified in writing by the FSA Farm Loan Manager of the termination of this assignment.

This assignment shall terminate when the aforesaid indebtedness of the Borrower shall have been paid in full: Provided, however, That the Lessee shall not be liable to the Borrower for any payment to the Government which the Lessee may have made subsequent to the time when said indebtedness of the Borrower has been paid in full, unless the Lessee has received, prior to any such payment, written notice from the Government that the Borrower's indebtedness has been paid in full.

It is understood that the Government assumes no responsibility under any of the provisions of the lease described above, or of any other agreement or agreements between the Borrower and the Lessee.

It is understood that each amount received by the Government under this assignment shall be used in accordance with applicable Government regulations in effect when such amount is received.

IN WITNESS WHEREOF, the aforesaid Borrower has signed and sealed the foregoing assignment this day of (10) , 20 .

(11)

ACKNOWLEDGMENT

STATE OF OKLAHOMA
COUNTY OF (12)

This instrument was acknowledged before me on (13) , by
(14) .

(SEAL)

(15)

Notary Public, State of Oklahoma

LESSEE ACKNOWLEDGMENT

The undersigned Lessee does hereby recognize the foregoing assignment, and agrees to remit to the Government in the manner specified in the assignment the percentage of the income as provided therein.

Date _____,

(Print name of Lessee)

By:

(name)

(title)

(Address of Lessee)

STATE OF OKLAHOMA
COUNTY OF:

This instrument was acknowledged before me on _____ (date) by
(name) as _____ (title) of
(name of lessee), a _____ (lessee entity type and state of formation,
e.g., Oklahoma corporation), on behalf of said _____ (entity type, e.g.,
corporation).

NOTARY PUBLIC

My Commission expires:

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 applicant/borrower ability to participate in and receive benefits under an FSA Loan Program. 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 determination that the applicant/borrower is unable to participate in and receive benefits under an FSA Loan Program.

Public Burden Statement (Paperwork Reduction Act): 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden by emailing to: askusda@usda.gov. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

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