

FSA-2319 NY
(XX-XX-XX)UNITED STATES DEPARTMENT OF AGRICULTURE
FARM SERVICE AGENCY

Position 5

AGREEMENT WITH PRIOR LIENHOLDER

1. WHEREAS _____

(called the "Secured Party")

is the holder of the following security instruments:

Type of InstrumentDate of InstrumentCounty FiledRecording and/or Filing
Information

(collectively referred to as the "Security Instrument");

2. WHEREAS _____

(collectively referred to as the "Debtor") own(s) certain security described in the above listed Security Instrument (the "collateral"); and

3. **WHEREAS**, Debtor has applied to the United States of America, United States Department of Agriculture, acting through the Farm Service Agency (called the "Government"), for a loan, to be secured by a security instrument that will be subordinate and subject to the Security Instrument held by or for the benefit of the Secured Party;

4. **THEREFORE**, in consideration of the making of the loan by the Government, Secured Party, for itself, its heirs, executors, administrators, successors, and assigns does hereby agree:

- a) That the Secured Party will not declare the Security Instrument to be in default because of the Government loan(s);
- b) That the Secured Party will not declare the Security Instrument to be in default and the indebtedness secured thereby will not be accelerated, nor will the Secured Party seek to gain possession of the collateral or otherwise sell or exchange the collateral, unless prior written notice has been provided to the Government by Certified Mail not less than 45 days prior to the intended action at the following address:

_____ ;

- c) That the Government may, at its option, cure any monetary default by paying the amount of the Debtor's delinquent payments to the Secured Party, or pay the obligation in full and the Secured Party will assign the lien(s) to the Government;

Initial _____ Date _____

- d) 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 payments on other prior liens will be made under any future advance feature of the Secured Party's Security Instrument without the written consent of the Government;
- e) That should the Government commence liquidation proceedings and thereafter acquire the collateral, the Secured Party will not declare the Security Instrument to be in non-monetary default;
- f) That this Agreement includes consent to the Government for making (or transferring) future loans and taking (or retaining) a related security interest notwithstanding any provision of the Security Instrument which prohibits a loan, mortgage, or security agreement (or transfer) without Secured Party's consent;
- g) That should the Government obtain title to the collateral either by foreclosure or voluntary conveyance, Secured Party will grant consent so the Government may transfer the collateral subject to the prior lien notwithstanding any prohibition in the Secured Party's Security Instrument to the contrary; and
- h) That the Closing Agent/Attorney will record this Agreement and legal description with the Security Instrument in the appropriate Personal Property and Real Estate Mortgage Records.

5. **IN WITNESS WHEREOF**, Secured Party has executed this Agreement with the Government this

_____ day of _____, _____.

(Secured Party) (Seal)

IF SECURED PARTY IS A CORPORATION:

(Corporate Seal)

(Name of Corporation - Mortgagee)

By

(Duly Authorized Officer)

(Title)

STATE OF NEW YORK
COUNTY OF _____

} ss:
}

On the _____ day of _____ in the year, 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

My commission expires:

NOTARY PUBLIC

Initial _____ Date _____

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 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. 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.**

Non-Discrimination Statement: 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, 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, audiotope, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). 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 <https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint> 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, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

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Initial _____ Date _____