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(See Page 2 for Privacy Act and Paperwork Reduction Act Statements)

FSA-2319 SD
(XX-XX-XX)

U.S. DEPARTMENT OF AGRICULTURE
Farm Service Agency

Position 5

AGREEMENT WITH PRIOR LIENHOLDER – FARM STORAGE FACILITY LOANS

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; _____

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 Commodity Credit Corporation (Government), for a loan for the purpose of 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;

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 the Mortgagee will not declare the Security Instrument to be in default and the indebtedness secured thereby will not be accelerated unless prior written notice has been provided to the Government by certified mail not less than

(1) _____ days of the intended action, at the following address:

(2) _____

(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.

(c) That should the Government commence liquidation proceedings and thereafter acquire the real estate covered by the Security Instrument, the Mortgagee 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 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.

(e) That the Mortgagee will not obtain any additional consensual liens against the property.

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

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

5. **THE GOVERNMENT** agrees that it is subject to any provisions for Borrower Rights (as defined in the Farm Credit Act of 1971, as amended in Part 617-Borrower Rights) incorporated into Mortgagee's assigned lien or granted to Mortgagor by applicable statute or regulation.

6. **IN WITNESS WHEREOF**, Mortgagee has executed this Agreement by signing on the (a) _____ day of (b) _____, (c) 20__.

BY (d) _____

TITLE (e) _____

7. ACKNOWLEDGMENTS

Privacy Act Statement: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is 7 CFR Part 1436, the Consolidated Farm and Rural Development Act, as amended (7 U.S.C. 1921 et. seq.), the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), and the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246). The information will be used to determine eligibility to obtain a loan for the purpose of constructing or upgrading on-farm storage and handling facilities for eligible facility loan commodities. The information collected on this form may be disclosed to other Federal, State, 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 applicable Routine Uses identified in the System of Records Notice for USDA/FSA-14, Applicant/Borrower and USDA/FSA-16, Graduation File. Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to obtain a loan for the purpose of constructing or upgrading on-farm storage and handling facilities for eligible facility loan commodities.

Public Burden Statement: This information collection is exempted from the Paperwork Reduction Act, as it is required for the administration of the Food, Conservation, and Energy Act of 2008 (see Pub. L. 110-246, Title I, Subtitle F- Administration). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

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