

FSA-2029 TX
(XX-XX-XX)U.S. DEPARTMENT OF AGRICULTURE
Farm Service Agency**REAL ESTATE DEED OF TRUST FOR TEXAS**

THIS DEED OF TRUST ("instrument") is made on _____, 20____. The grantor is _____

("Borrower") whose mailing address is _____

The trustee is _____, State Executive Director of the Farm Service Agency for the State of Texas and the State Executive Director's successors in office as State Executive Director or Acting State Executive Director ("Trustee"). The beneficiary is the United States of America, acting through the Farm Service Agency, United States Department of Agriculture ("Government") located at _____

This instrument secures the following promissory notes, assumption agreements, and/or shared appreciation agreements (collectively called "note") which have been executed or assumed by Borrower unless otherwise noted, are payable to the Government, and authorize acceleration of the entire debt upon any default:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
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(The interest rate for any limited resource farm ownership or limited resource operating loans secured by this instrument may be increased as provided in Government regulations and the note.)

By execution of this instrument, Borrower acknowledges receipt of all of the proceeds of the loan or loans evidenced by the above note.

This instrument secures to the Government: (1) payment of the note and all extensions, renewals, and modifications thereof; (2) recapture of any amount due under any Shared Appreciation Agreement entered into pursuant to 7 U.S.C. § 2001; (3) payment of all advances and expenditures, with interest, made by the Government; and (4) the obligations and covenants of Borrower set forth in this instrument, the note, and any other loan agreements.

In consideration of any loan made by the Government under the Consolidated Farm and Rural Development Act, 7 U.S.C. § 1921 *et. seq.* as evidenced by the note, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property situated in the State of Texas, County or Counties of _____

See attached Exhibit A for legal description.

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, fixtures, hereditaments, appurtenances, and improvements now or later attached thereto, the rents, issues and profits thereof, revenues and income therefrom, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, or condemnation of any part thereof or interest therein (collectively called "the property"). This instrument constitutes a security agreement and financing statement under the Uniform Commercial Code and creates a security interest in all items which may be deemed to be personal property, including but not limited to proceeds and accessions, that are now or hereafter included in, affixed, or attached to "the property."

Borrower COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the property and that the property is unencumbered, except for encumbrances of record. Borrower warrants and will defend the title to the property against all claims and demands, subject to any encumbrances of record.

This instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform trust deed covering real property.

UNIFORM COVENANTS. Borrower COVENANTS AND AGREES as follows:

1. **Payment.** Borrower shall pay promptly when due any indebtedness to the Government secured by this instrument.

Initial _____ Date _____

2. **Fees.** Borrower shall pay to the Government such fees and other charges that may now or later be required by Government regulations.

3. **Application of payments.** Unless applicable law or Government's regulations provide otherwise all payments received by the Government shall be applied in the following order of priority: (a) to advances made under this instrument; (b) to accrued interest due under the note; (c) to principal due under the note; (d) to late charges and other fees and charges.

4. **Taxes, liens, etc.** Borrower shall pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property and promptly deliver to the Government without demand receipts evidencing such payments.

5. **Assignment.** Borrower grants and assigns as additional security all the right, title and interest in: (a) the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or taking by eminent domain or otherwise of any part of the property, or for conveyance in lieu of condemnation; (b) all bonuses, rentals, royalties, damages, delay rentals and income that may be due or become due and payable to the Borrower or Borrower's assigns under any existing or future oil, gas, mining or mineral lease covering any portion of the property; and (c) all rents, issues, profits, income and receipts from the property and from all existing or future leases, subleases, licenses, guaranties and any other agreements for the use and occupancy of any portion of the property, including any extensions, renewals, modifications or substitutions of such agreements. Borrower warrants the validity and enforceability of this assignment.

Borrower authorizes and directs payment of such money to the Government until the debt secured by this instrument is paid in full. Such money may, at the option of the Government, be applied on the debt whether due or not. The Government shall not be obligated to collect such money, but shall be responsible only for amounts received by the Government. In the event any item so assigned is determined to be personal property, this instrument will also be regarded as a security agreement.

Borrower will promptly provide the Government with copies of all existing and future leases. Borrower warrants that as of the date of executing this instrument no default exists under existing leases. Borrower agrees to maintain, and to require the tenants to comply with, the leases and any applicable law. Borrower will obtain the Government's written authorization before Borrower consents to sublet, modify, cancel, or otherwise alter the leases, or to assign, compromise, or encumber the leases or any future rents. Borrower will hold the Government harmless and indemnify the Government for any and all liability, loss or damage that the Government may incur as a consequence of this assignment.

6. **Insurance.** Borrower shall keep the property insured as required by and under insurance policies approved by the Government and, at its request, deliver such policies to the Government. If property is located in a designated flood hazard area, Borrower also shall keep property insured as required by 42 U.S.C. § 4001 et. seq. and Government regulations. All insurance policies and renewals shall include a standard mortgagee clause.

7. **Advances by Government.** The Government may at any time pay any other amounts required by this instrument to be paid by Borrower and not paid by Borrower when due, as well as any cost for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. Advances shall include, but not be limited to, advances for payments of real property taxes, special assessments, prior liens, hazard insurance premiums, and costs of repair, maintenance, and improvements. All such advances shall bear interest at the same rate as the note which has the highest interest rate. All such advances, with interest, shall be immediately due and payable by Borrower to the Government without demand. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any secured debt to the Government, in any order the Government determines.

8. **Protection of lien.** Borrower shall pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and its priority and the enforcement or compliance with this instrument and the note. Such expenses include, but are not limited to: costs of evidence of title to, and survey of, the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

9. **Authorized purposes.** Borrower shall use the loan evidenced by the note solely for purposes authorized by the Government.

10. **Repair and operation of property.** Borrower shall: (a) maintain improvements in good repair; (b) make repairs required by the Government; (c) comply with all farm conservation practices and farm management plans required by the Government; and (d) operate the property in a good and husbandlike manner. Borrower shall not (e) abandon the property; (f) cause or permit waste, lessening or impairment of the property; or (g) cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals without the written consent of the Government, except as necessary for ordinary domestic purposes.

11. **Legal compliance.** Borrower shall comply with all laws, ordinances, and regulations affecting the property.

12. **Transfer or encumbrance of property.** Except as provided by Government regulations, the Borrower shall not lease, assign, sell, transfer, or encumber, voluntarily or otherwise, any of the property without the written consent of the Government. The Government may grant consents, partial releases, subordinations, and satisfactions in accordance with Government regulations.

Initial _____ Date _____

13. **Inspection.** At all reasonable times the Government may inspect the property to ascertain whether the covenants and agreements contained in this instrument are being performed.

14. **Hazardous substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the property. The preceding sentence shall not apply to the presence, use, or storage on the property of small quantities of hazardous substances that are generally recognized to be appropriate to normal use and maintenance of the property. Borrower covenants that Borrower has made full disclosure of any such known, existing hazardous conditions affecting the property. Borrower shall not do, nor allow anyone else to do, anything affecting the property that is in violation of any federal, state, or local environmental law or regulation. Borrower shall promptly give the Government written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the property and any hazardous substance or environmental law or regulation of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with applicable environmental law and regulations. As used in this paragraph, "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "environmental law" means Federal laws and regulations and laws and regulations of the jurisdiction where the property is located that relate to health, safety or environmental protection.

15. **Adjustment; release; waiver; forbearance.** In accordance with Government regulations, the Government may (a) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance, (c) extend or defer the maturity of, and renew and reschedule the payments on the note, (d) release any party who is liable under the note from liability to the Government, (e) release portions of the property and subordinate its lien, and (f) waive any other of its rights under this instrument. Any and all of this can and will be done without affecting the lien or the priority of this instrument or Borrower's liability to the Government for payment of the note secured by this instrument unless the Government provides otherwise in writing. HOWEVER, any forbearance by the Government - whether once or often - in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

16. **Graduation.** If the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such a loan in sufficient amount to pay the note secured by this instrument and to pay for stock necessary to be purchased in a cooperative lending agency in connection with such loan.

17. **Forfeiture.** Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in the Government's good faith judgment could result in forfeiture of the property or otherwise materially impair the lien created by this instrument or the Government's security interest. Borrower may cure such default by causing the action or proceeding to be dismissed with a ruling that precludes forfeiture of the Borrower's interest in the property or other material impairment of the lien created by this security instrument or the Government's security interest.

18. **False statement.** Borrower also shall be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to the Government (or failed to provide the Government with any material information) in connection with the loan evidenced by the note.

19. **Cross collateralization.** Default under this instrument shall constitute default under any other security instrument held by the Government and executed or assumed by Borrower. Default under any other such security instrument shall constitute default under this instrument.

20. **Highly erodible land; wetlands.** Any loan secured by this instrument will be in default if Borrower uses any loan proceeds for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as provided in 7 C.F.R. part 19940, subpart G, or any successor Government regulation.

21. **Non-discrimination.** If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, national origin, disability, familial status or age, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, national origin, disability, familial status or age.

Initial _____ Date _____

22. **Notices.** Notices given under this instrument shall be sent by certified mail unless otherwise required by law. Such notices shall be addressed, unless and until some other address is designated in a notice, in the case of the Government to the State Executive Director of the Farm Service Agency at the mailing address shown above, and in the case of Borrower at the address shown in the Government's Finance Office records (which normally will be the same as the mailing address shown above).

23. **Governing law; severability.** This instrument shall be governed by Federal law. If any provision of this instrument or the note or its application to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this instrument or the note which can be given effect without the invalid provision or application. The provisions of this instrument are severable. This instrument shall be subject to the present regulations of the Government, and to its future regulations not inconsistent with the express provisions hereof. All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

24. **Successors and assigns; joint and several covenants.** The covenants and agreements of this instrument shall bind and benefit the successors and assigns of Government and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this instrument but does not execute the note: (a) is co-signing this instrument only to mortgage, grant and convey that Borrower's interest in the property under this instrument; (b) is not personally obligated to pay the sums secured by this instrument; and (c) agrees that the Government and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this instrument or the note without that Borrower's consent.

25. **No merger.** If this instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the property, the leasehold and the fee title shall not merge unless the Government agrees to the merger in writing. If the property is conveyed to the Government, title shall not merge (unless the Government elects otherwise) and the lien provided under this instrument shall not be affected by such conveyance.

26. **Time is of the essence.** Time is of the essence in the Borrower's performance of all duties and obligations under this instrument.

NON-UNIFORM COVENANTS. Borrower further COVENANTS AND AGREES as follows:

27. **Default; Government's remedies upon default.** Default occurs under this instrument if Borrower breaches any covenant, obligation or agreement contained in this instrument or in the note secured by this instrument. Upon default, the Government shall give notice of the default to Borrower prior to acceleration if required by applicable law. If the default is not cured, the Government, at its option, may: (a) accelerate the maturity of the note and declare immediately due and payable the entire amount unpaid under the note and any other indebtedness which is secured by this instrument; (b) for the account of Borrower, incur and pay reasonable expenses for the repair and maintenance of and take possession of, operate or rent the property; (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases; (d) foreclose this instrument and sell the property in accordance with the remedies provided in this instrument and under applicable federal or state law; and (e) enforce any and all other rights and remedies provided herein or by present or future law. Government shall have the option to foreclose this instrument (a) by court action; or (b) by a non-judicial foreclosure sale in accordance with applicable state law and the Government may authorize and request Trustee to foreclose this instrument and sell the property as prescribed by said law. Proceeding under this instrument, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

28. **Trustee sale under Texas law.** Upon default and at the request of the Government, Trustee may foreclose this instrument by notice and sale of the property as provided by Texas law in effect at the time of the foreclosure sale. The sale may be for cash or secured credit at the option of the Government. Such sale may be adjourned from time to time without notice other than oral proclamation at the time and place appointed for such sale. At such sale, the Government and its agents may bid and purchase as a stranger. The Trustee, at Trustee's option, may: (a) conduct such sale, without being personally present, through Trustee's delegate authorized by Trustee for such purpose in writing and without notice to Borrower of such authorization; (b) enter a bid on behalf of the Government; (c) sell less than all of the property at any one sale; and (d) sell the property in separate parcels at any one sale. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion. Trustee shall deliver to the purchaser a Trustee's Deed conveying indefeasible title to the property with covenants of general warranty. Borrower covenants and agrees to defend generally the purchaser's title to the property as against all claims and demands. The recitals and statements of fact in the Trustee's Deed shall be prima facie evidence of the truth of the statements made therein. In the event of foreclosure sale, Borrower shall give up and deliver immediately possession of the property to the purchaser thereof or assume the status of a tenant at will and be subject to summary dispossession as by law provided.

29. **Application of foreclosure sale proceeds.** The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to the Government, and (f) any balance to Borrower. In the case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to the Government in the order prescribed above.

Initial _____ Date _____

30. **Substitute trustee.** Government, or its assigns, may appoint in writing a substitute Trustee who shall succeed to all of the title, power, rights and duties conferred upon Trustee herein. When a substitute Trustee is appointed by the Government, the former Trustee or any substitute Trustee shall be divested of such title, power, rights and duties. The appointment of a substitute Trustee may be accomplished with or without cause and without notice to Borrower.

31. **Invalidity or partial invalidity; payment application in case of partial invalidity.** If this instrument should be invalid for any purpose for which it is executed, such invalidity for such purpose shall not impair its validity for any other purpose. In the event that any portion of the indebtedness under the note when it is held by the Government or any assignee of this instrument, or any portion of the indebtedness to the Government under this instrument, is not validly secured hereunder, then in that event, the payments made upon any such indebtedness shall be applied first in payment of that portion of the indebtedness which is not validly secured, and no payment shall be applied toward that portion of the indebtedness secured by a valid lien hereunder until any indebtedness not so secured shall have been paid in full.

32. **Waiver.** Borrower agrees that the Government will not be bound by any present or future State laws (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of any action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws.

33. **Replacement and corrected documents.** If any document material to this loan transaction is lost, misplaced, misstated or inaccurately reflects the true and correct terms and conditions of this loan transaction, upon request by the Government, Borrower will comply with the Government's request to execute, acknowledge, initial and deliver to the Government any and all documentation the Government deems necessary to replace or correct the lost, misplaced, misstated or inaccurate document(s).

34. **Additional documents.** Borrower shall, upon request by the Government, execute, acknowledge and deliver to the Government any and all additional documents, instruments and further assurances as may be necessary or proper in the Government's opinion, to effect the intent of this loan transaction or to provide the Government with the security required or contemplated for this loan transaction

35. **Subrogation.** If any of the proceeds of the note or advances made under the note or this instrument are used to take up outstanding liens against all or any part of the property, the Government shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of any outstanding liens and debts, regardless of whether said liens or debts are acquired by the Government by assignment or are released by the holder thereof upon payment.

36. **Release.** Upon payment of all sums and the performance of all obligations secured by this instrument, the Government shall provide a release of this instrument. Unless applicable law provides otherwise, Borrower shall pay any recordation costs. The Government may charge Borrower a fee for releasing this instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

37. **Riders to this instrument.** If one or more riders are executed by Borrower and recorded together with this instrument, the covenants and agreements of each rider shall be incorporated into and shall amend and supplement the covenants and agreements of this instrument as if the rider(s) were a part of this instrument. [Check applicable box(es)]

- | | |
|---|---|
| ☐ Purchase Money (Vendor's Lien Rider) | ☐ Homestead Improvement Construction Rider |
| ☐ Refinancing Rider | ☐ Other(s) [specify] |

Initial _____ Date _____

By signing below, Borrower accepts and agrees to the terms and covenants contained in this instrument and in any rider executed by Borrower and recorded with this instrument.

WITNESS this signature(s) of borrower on this _____ day of _____, _____.

Borrower

Borrower

ACKNOWLEDGEMENTS

STATE OF TEXAS
COUNTY OF _____

} ss. (Individual)

This instrument was acknowledged before me on _____, by _____.

(SEAL)

Notary Public, State of Texas

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, audiotape, 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. USDA is an equal opportunity provider, employer, and lender.

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF _____

}

ss.

(Corporation)

This instrument was acknowledged before me on _____, by _____

_____, President of _____

_____, a Texas corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF _____

}

ss.

(Partnership)

This instrument was acknowledged before me on _____, by _____

_____,
partner(s), on behalf of _____, a partnership.

(SEAL)

Notary Public, State of Texas

PURCHASE MONEY (VENDOR'S LIEN) RIDER

THIS PURCHASE MONEY (VENDOR'S LIEN) RIDER is made this _____ day of _____, _____, and is incorporated by reference into and shall be deemed to amend and supplement the Real Estate Deed of Trust for Texas ("Instrument") of the same date given by the undersigned ("Borrower") to secure the payment of Borrower's Purchase Money Note (as identified herein) and any other Notes described in said Instrument, to the United States of America acting through the Farm Service Agency, United States Department of Agriculture ("Government"), and covering the property described in the Instrument.

In addition to the covenants and agreements made in the Instrument, Borrower and the Government further covenant and agree as follows:

As identified herein, the debt evidenced by the Purchase Money Note (which is described below) is in payment or part payment of the purchase price of the property or part of the property. The Purchase Money Note secured hereby is primarily secured by the Vendor's Lien retained in the Deed of even date herewith conveying the property to Borrower, which Vendor's Lien has been assigned to the Government, this Instrument being additional security therefore. This Instrument does not waive the Vendor's Lien, and the two liens and the rights created by this Instrument shall be cumulative. The Government may elect to foreclose under either of the liens without waiving the other or may foreclose under both.

Purchase Money Note:

Date: _____
 Original Principal Amount: \$ _____
 Amount of Purchase Money Loaned: \$ _____
 Property Purchased with Purchase Money: _____

By signing below, Borrower accepts and agrees to the terms and provisions contained in this Purchase Money (Vendor's Lien) Rider.

 Borrower

 Borrower

REFINANCING RIDER

THIS REFINANCING RIDER is made this _____ day of _____, _____, and is incorporated by reference into and shall be deemed to amend and supplement the Real Estate Deed of Trust for Texas ("Instrument") of the same date given by the undersigned ("Borrower") to secure the payment of Borrower's Refinancing Money Note (as identified herein) and any other Notes described in said Instrument, to the United States of America acting through the Farm Service Agency, United States Department of Agriculture ("Government"), and covering the property described in the Instrument.

In addition to the covenants and agreements made in the Instrument, Borrower and the Government further covenant and agree as follows:

- A. The note renews and extends, but does not extinguish or pay, the balance of _____ AND _____ /100 DOLLARS (\$ _____) that Borrower owes on a prior note in the original principal sum of _____ AND _____ /100 DOLLARS (\$ _____), which is dated _____, _____, and is executed by Borrower, and payable to the order of _____.

The prior Note is secured by [Check applicable box]:

- ☐ Two instruments, both of which create liens against the property; a deed retaining a vendor's lien, which is dated _____, _____, is from _____ to _____, and is recorded in Volume _____, Page _____, _____ Records, _____ County, Texas; and a deed of trust from _____ to _____, Trustee, dated _____, _____, and recorded in Volume _____, Page _____, _____ Records, _____ County, Texas.

The vendor's lien and the deed of trust lien are hereinafter referred to collectively as "lien."

- ☐ A deed of trust on the property, which is dated _____, _____, and recorded in Volume _____, Page _____, _____ Records, _____ County, Texas.
- ☐ The prior Note and the lien securing it have been transferred to the Government by Instrument dated _____, _____, and recorded in Volume _____, Page _____ of the _____ Records, _____ County, Texas.

B. Refinancing Money Note:

Date: _____

Original Principal Amount: \$ _____

Amount of Refinancing Money Loaned: \$ _____

Property Covered by the Refinanced Loan: _____

- C. Borrower acknowledges that: (a) the lien securing the prior note is valid; (b) it is free of any claims of usury; (c) it subsists against the property; (d) by this instrument, it is renewed and extended in full force to secure payment of the Note; and (e) the Government or its assigns is hereby subrogated to all of the rights, liens, remedies, equities, superior title and benefits held, owned, possessed and enjoyed at any time by an owner or holder thereof.

By signing below, Borrower accepts and agrees to the terms and provisions contained in this Refinancing Rider.

Borrower_____
Borrower

HOMESTEAD IMPROVEMENT/CONSTRUCTION RIDER

THIS HOMESTEAD IMPROVEMENT/CONSTRUCTION RIDER is made this _____ day of _____, _____, and is incorporated by reference into and shall be deemed to amend and supplement the Real Estate Deed of Trust for Texas ("Instrument") of the same date given by the undersigned ("Borrower") to secure the payment of Borrower's Improvement Money Note (as identified herein) and any other notes described in said Instrument, to the United States of America acting through the Farm Service Agency, United States Department of Agriculture ("Government"), and covering the property described in the Instrument.

In addition to the covenants and agreements made in the Instrument, Borrower and the Government further covenant and agree as follows:

[USE THIS PARAGRAPH "A" IF THE MECHANIC'S LIEN CONTRACT AND THE TRANSFER AND ASSIGNMENT OF LIEN HAVE ALREADY BEEN RECORDED.]

- A. The note renews and extends, but does not extinguish or pay, the balance of _____ AND _____ /100 DOLLARS (\$ _____) that Borrower owes on a prior note in the original principal sum of _____ AND _____ /100 DOLLARS (\$ _____) which is dated _____, _____, executed by Borrower, and payable to the order of _____. The prior note is secured by a Mechanic's Lien Contract between Borrower and _____ ("Contractor"), which is dated _____, _____, and recorded in Volume _____, Page _____, of the _____ Records of _____ County, Texas. Borrower acknowledges that the lien securing the note is valid, that it subsists against the property described in said Mechanic's Lien Contract, and that by this instrument, it is renewed and extended in full force until this note is paid. The prior note and the lien securing it have been transferred to the Lender by instrument dated _____, _____, and recorded in Volume _____, Page _____ of the _____ Records, _____ County, Texas.

-OR-

[USE THIS PARAGRAPH "A" IF THE MECHANIC'S LIEN CONTRACT AND THE TRANSFER AND ASSIGNMENT OF LIEN HAVE NOT ALREADY BEEN RECORDED.]

- A. The note renews and extends, but does not extinguish or pay, the unpaid balance that Borrower owes on a mechanic's lien note in the original principal sum of _____ AND _____ /100 DOLLARS (\$ _____) which is dated _____ , _____ , executed by Borrower, and payable to the order of _____ .

Said note is secured by a Mechanic's Lien Contract between Borrower and _____ ("Contractor"), which is dated _____ , _____ , and is to be recorded in _____ Records of _____ County, Texas. Borrower acknowledges that the lien securing the said note is valid, that it subsists against the property described in said Mechanic's Lien Contract, and that by this instrument, it is renewed and Extended in full force until this Note is paid. The said note and the lien securing it have been transferred to Lender by instrument dated _____ , _____ to be recorded in the _____ Records, _____ County, Texas.

B. Improvement Money Note:

Date: _____
Original Principal Amount: \$ _____

- C. IMPORTANT NOTICE FOR HOMESTEAD IMPROVEMENT LIENS: You and your contractor are responsible for meeting the terms and conditions of the Construction Contract and/or Mechanic's Lien Contract. If you sign the Construction Contract and/or Mechanic's Lien Contract and you fail to meet the terms and conditions of such contract, you may lose your legal ownership rights in your home. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.**

By signing below, Borrower accepts and agrees to the terms and provisions contained in this Homestead Improvement/Construction Rider.

Borrower

Borrower