16. In consideration of the lender making the listed loans or line of credit advances, the United States of America, acting through the Farm Service Agency of the United States Department of Agriculture (hereafter called "Government"), pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et. seq.), agrees that in accordance with and subject to the conditions and requirements in this Loan Guarantee, it will pay to:

A. Any holder, 100 percent of any loss on the guaranteed portion held by such holder and on interest due on such portion.

B. The lender, any loss sustained by such lender on the guaranteed portion including:
   1. Principal and interest indebtedness as evidenced by the notes or by assumption agreements,
   2. Any loan subsidy due and owing, and
   3. Principal and interest indebtedness on authorized protective or emergency advances for protection and preservation of collateral.

17. If the Government conducts the liquidation of the loan, loss occasioned to a lender by accruing interest after the date the Government accepts responsibility for liquidation will not be covered by this Loan Guarantee. The lender will discontinue interest accrual on the defaulted loan at the time the estimated loss claim is paid by the Agency. The Agency will not pay interest beyond 210 days from the payment due date.

In the case of a Chapter 7 bankruptcy, in cases where the lender filed an estimated loss claim, the Agency will pay the lender interest which accrues during and up to 45 days after the date of discharge on the portion of the chattel only secured debt, that was estimated to be secured but was found to be unsecured upon final disposition, and up to 90 days after the date of discharge on the portion of real estate secured debt that was estimated to be secured but was found to be unsecured upon final disposition. The Agency will pay the lender interest which accrues during and up to 90 days after the time period the lender is unable to dispose of the acquired property due to state imposed redemption rights on any unsecured portion of the loan during the redemption period, if an estimated loss claim was paid by the Government during the liquidation action.
ASSIGNMENT OF GUARANTEE

PART A - BACKGROUND INFORMATION

1. Lender's Name and Mailing Address
National Bank
1234 America Boulevard
Anytown, NY 12345

2. Agency's Name and Mailing Address
Farm Service Agency
4567 Main Street
Anytown, NY 12345

3. Holder's Name and Mailing Address
Farmer Mac II LLC
1999 K Street, NW
4th Floor
Washington, DC 20006

4. Borrower's Name
Joe F. and Martha L. Johnson

5. Loan Type
FO

6. FSA Account Number
A. State Cd. B. County Cd. C. FSA ID No.
12 034 111098765

7. Original Loan Amount
$100,000.00

8. Date Promissory Note Executed
7/1/2013

9. Amount of Principal Outstanding
(a) $100,000.00
(b) As of Date: 7/8/2013

10. The United States of America, acting through the Farm Service Agency (Government), entered into a loan guarantee using FSA-2235/FSA-1980-27, or predecessor RD-449-34 or earlier version of the Agency loan guarantee with the lender. This loan has been issued with (a) 90 % guarantee. The holder agrees to purchase, and the lender assigns (b) 100 % of the guaranteed portion of the loan representing (c) $90,000.00 of such loan now outstanding according to the conditions in this agreement.

11. SERVICING FEE: The lender will retain a servicing fee of: (a) $ or (b) 1.00 %.

Copies of the following are attached:
- Promissory Note.

PART B - LENDER CERTIFICATION: The Lender certifies or agrees that:

1. Guarantee Fee
It has paid any required guarantee fee to the Government in exchange for the issuance of the loan guarantee.

2. Knowledge of Borrower Prepayment
It has no knowledge or information, through the exercise of reasonable diligence, that would indicate the likelihood of default or prepayment.

3. Payment Funds
In the event of prepayment, any funds will be either the borrower's own funds, or funds borrowed by the borrower pursuant to a separate transaction, and the prepayment is in accordance with the loan documents.

4. Servicing Responsibilities
It will be responsible for servicing the entire loan and will remain mortgagee and secured party of record.

5. Loan Security
The entire loan will be secured by the same security with equal lien priority for the guaranteed and unguaranteed portions of the loan.

6. Remitting Payments
It will receive all payments of principal or interest (including any loan subsidy) and will promptly remit to the holder the holder's pro rata share determined according to the respective interests, in the loan, as agreed by the holder and lender.
PAYMENT. Borrower will pay this loan in 14 payments of $8,553.65 each payment. Borrower's first payment is due January 1, 2014, and all subsequent payments are due on the same day of each half-year after that. Borrower's final payment will be due on July 1, 2020, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the annual interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

PREPAYMENT; MINIMUM INTEREST CHARGE. In any event, even upon full prepayment of this Note, Borrower understands that Lender is entitled to a minimum interest charge of $36.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: National Bank, 1234 America Boulevard, Anytown, NY 12345.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged $50.00.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Note will bear interest from the date of acceleration or maturity at the interest rate on this Note. The interest rate will not exceed the maximum rate permitted by applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note: Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the Commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Cure Provisions. If any default, or if any default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if Borrower, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (16) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount. Under all circumstances, the Indebtedness will be repaid without relief from any Indiana or other valuation and appraisement laws.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including without limitation all attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.
For value received, I promise to pay to you, or your order, at your address listed above the principal sum of $100,000.00.  

☐ Single Advance: I will receive all of this principal sum on ______________________.  No additional advances are contemplated under this note.  

☐ Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note.  On ______________________ I will receive the amount of $____________________ and future principal advances are contemplated.  

Conditions: The conditions for future advances are ______________________.  

☐ Open End Credit: You and I agree that I may borrow up to the maximum amount of principal more than one time.  This feature is subject to all other conditions and expires on ______________________.  

☐ Closed End Credit: You and I agree that I may borrow up to the maximum amount only one time (and subject to all other conditions).  

Interest: I agree to pay interest on the outstanding principal balance from ______________________ at the rate of ____________________%.  

☐ Variable Rate: This rate may then change as stated below.  

☐ Index Rate: The future rate will be ____________________ the following index rate: ____________________.  

☐ No Index: The future rate will not be subject to any internal or external index.  It will be entirely in your control.  

Frequency and Timing: The rate on this note may change as often as ____________________.  

A change in the interest rate will take effect ____________________.  

Limitations: During the term of this loan, the applicable annual interest rate will not be more than ____________________% or less than ____________________%.  The rate may not change more than ____________________% each ____________________.  

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:  

☐ The amount of each scheduled payment will change.  

☐ The amount of the final payment will change.  

ACCRUAL METHOD: Interest will be calculated on a ____________________ basis.  

POST MATURITY DATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:  

☐ On the same fixed or variable rate basis in effect before maturity (as indicated above).  

☐ At a rate equal to ____________________.  

LATE CHARGE: If a payment is made more than ____________________ days after it is due, I agree to pay a late charge of ____________________.  

ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges with ____________________.  

☐ are  ☐ are not included in the principal amount above:  

PAYMENTS: I agree to pay this note as follows:  

Interest: I agree to pay accrued interest  

Principal: I agree to pay the principal  

Installments: I agree to pay this note in ____________________ payments.  The first payment will be in the amount of $____________________ and will be due ____________________.  

A payment of $____________________ will be due on the 1st day of each July and January thereafter.  The final payment of the entire unpaid balance of principal and interest will be due ____________________.

ADDITIONAL TERMS:  

☐ SECURITY: This note is separately secured by (describe separate document by type and date):  

PURPOSE: The purpose of the loan is ____________________.  

☐ CONFESSION OF JUDGMENT: I agree to the terms of the “Confession of Judgment” paragraph on page 2.  

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2).  I have received a copy on today’s date.