

FSA-2235

(09-19-16)

U.S. DEPARTMENT OF AGRICULTURE

Farm Service Agency

Position 2

LOAN GUARANTEE

NOTE: This form is completed by current Federal Government employees, and is therefore excluded from the Paperwork Reduction Act requirement as specified in the 5 CFR 1329.3, and OMB approval is not required for this form.

1. Lender's Name and Address: National Bank 1234 America Boulevard Anytown, NY 12345 Telephone Number (Including Area Code): (518) 555-1234		2. Borrower's Name and Address: Joe F. and Martha L. Johnson 678 Any Street Anytown, NY 12345 Telephone Number (Including Area Code): (518) 555-4321	
3. Loan Type: <input type="checkbox"/> FO <input checked="" type="checkbox"/> OL <input type="checkbox"/> LOC <input type="checkbox"/> CL		4. FSA Account Number: A. State Code 12 B. County Code 034 C. FSA ID Number 111098765	
5. Loan Amount or Line of Credit Ceiling \$ 100,000.00	6. Guarantee Percent 90 %	7. Date of Promissory Note or Line of Credit Agreement 1/2/2021	
8. The loan is evidenced by (a) <u>one</u> notes described below. This instrument is attached to note (b) <u>45678-9</u> in the principal amount of (c) \$ <u>100,000.00</u> and is number (d) <u>one</u> of (e) <u>one</u>			
9. Lender Note ID Number	10. Principal Amount	11. Percent of Total Principal Amount	12. Guaranteed Amount
45678-9	\$ 100,000.00	100	\$ 90,000.00
	\$		\$
	\$		\$
	\$		\$
TOTALS:	13. Total Principal Amount of Column 10 Equals Loan Amount in Item 5 \$ 100,000.00	14. Total Percentage of Column 11 must Equal 100% 100%	15. Total Guaranteed Amount of Column 12 must Equal Item 5 Multiplied by Item 6 \$ 90,000.00

NOTE: Copy of Note covered by this agreement must be attached.

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.

FSA-2242 (03-03-15)	U.S. DEPARTMENT OF AGRICULTURE Farm Service Agency	Position 2
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 Mailing Address and Email Address Farmer Mac II LLC 9169 Northpark Dr. Johnston, IA 50131 settlements@farmermac2.com	4. Borrower's Name Joe F. and Martha L. Johnson								
	5. Loan Type <input type="checkbox"/> FO <input checked="" type="checkbox"/> OL <input type="checkbox"/> CL	6. Case Number <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">A. State Cd</td> <td style="width: 33%;">B. County Cd.</td> <td style="width: 34%;">C. Borrower's ID No.</td> </tr> <tr> <td style="text-align: center;">12</td> <td style="text-align: center;">034</td> <td style="text-align: center;">111098765</td> </tr> </table>		A. State Cd	B. County Cd.	C. Borrower's ID No.	12	034	111098765
A. State Cd	B. County Cd.	C. Borrower's ID No.							
12	034	111098765							
	7. Original Loan Amount \$ 100,000.00	8. Date Promissory Note Executed 01-02-2021							
	9. Amount of Principal Outstanding (a) \$ 100,000.00		(b) As of Date: 01-18-2021						

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:

- FSA-2235/FSA-1980-27, "Loan Guarantee," or predecessor RD-449-34, "Loan Note Guarantee," or earlier versions of the Agency's guaranteed document.
- 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.

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) Persons with disabilities, who wish to file a program complaint, write to the address below or if you require alternative means of communication for program information (e.g., Braille, large print, audiotope, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). Individuals who are deaf, hard of hearing, or have speech disabilities and wish to file either an EEO or program complaint, please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish).

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. USDA is an equal opportunity provider and employer.

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No.	Call/Coll	Account	Officer	Initials
\$100,000.00	01-02-2021	01-01-2028	45678-9	30/28		M. Williams	MW
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: Joe F. Johnson
Martha L. Johnson
678 Any Street
Anytown, NY 12345

Lender: National Bank
1234 America Boulevard
Anytown, NY 12345

Principal Amount: \$100,000.00

Interest Rate: 5.00%

Date of Note: January 2, 2021

PROMISE TO PAY. Joe F. Johnson and Martha L. Johnson ("Borrower") jointly and severally promise to pay to National Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred Thousand & 00/100 Dollars (\$100,000.00), together with interest at the rate of 5.00% per annum on the unpaid principal balance from January 2, 2021, until paid in full.

PAYMENT. Borrower will pay this loan in 14 payments of \$8,553.65 each payment. Borrower's first payment is due July 1, 2021, and all subsequent payments are due on the same day of each half-year after that. Borrower's final payment will be due on January 1, 2028, 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, 123 Main Street Anytown IN 54321.

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 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 of 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 and deposits with Lender monies or a surety bond for 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, other than a 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 (15) 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 appraisal 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.

LOAN NUMBER 45678-9	LOAN NAME Joe F. Johnson Martha L. Johnson	ACCT. NUMBER	NOTE DATE 1/2/2021	INITIALS
NOTE AMOUNT \$100,000.00	INDEX (w/Margin) Not applicable	RATE 5.00%	MATURITY DATE 1/1/2028	LOAN PURPOSE
Creditor Use Only				

PROMISSORY NOTE
(Commercial – Single Advance)

DATE AND PARTIES. The date of this Promissory Note (Note) is 1/2/2021. The parties and their addresses are:

LENDER:

National Bank
1234 America Boulevard
Anytown, NY 12345

BORROWER:

Joe F. Johnson
Martha L. Johnson
678 Any Street
Anytown, NY 12345

1. **DEFINITIONS.** As used in this Note, the terms have the following meanings:
 - A. **Pronouns.** The pronouns “I,” “me,” and “my” refer to each Borrower signing this Note, individually and together with their heirs, successors and assigns, and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Note. “You” and “Your” refer to the Lender, any participants or syndicators, successors and assigns, or any person or company that acquires an interest in the loan.
 - B. **Note.** Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.
 - C. **Loan.** Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.
 - D. **Loan Documents.** Loan Documents refer to all the documents executed as a part of or in connection with the Loan.
 - E. **Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.
 - F. **Percent.** Rates and rate change limitations are expressed as annualized percentages.
 - G. **Dollar Amounts.** All dollar amounts will be payable in lawful money of the United States of America.
2. **PROMISE TO PAY.** For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, the principal sum of **\$100,000.00 (Principal)** plus interest from 1/2/2021 on the unpaid Principal balance until this Note matures or this obligation is accelerated.
3. **INTEREST.** Interest will accrue on the unpaid Principal balance of this Note at the rate of **5.00% percent (Interest Rate)**.
 - A. **Post-Maturity Interest.** After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time, until paid in full.

- B. **Maximum Interest Amount.** Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by state or federal law, whichever is greater. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.
- C. **Statutory Authority.** The amount assess or collected on this Note is authorized by the [Enter State Law here].
- D. **Accrual.** Interest accrued using and Actual/365 days counting method.

4. **ADDITIONAL CHARGES.** As additional consideration, I agree to pay, or have paid, these additional fees and charges.

- A. **Nonrefundable Fees and Charges.** The following fees are earned when collected and will not be refunded if I prepay this Note before the schedule maturity date.

[Enter Fees and Charges here]

5. **REMEDIAL CHARGES.** In addition to interest or other finance charges, I agree that I will pay these additional fees based on my method and pattern of payment. Additional remedial charges may be described elsewhere in this Note.

- A. **Late Charge.** If a payment is more than ____ days late, I will charged ____ percent of the Unpaid Portion of Payment or \$____, whichever is greater. However, this charge will not be greater then \$____. I will pay this late charge promptly but only once for each late payment.

6. **PAYMENT.** I agree to pay this Note in 14 payments. I will make 14 payments of \$8,553.65 beginning on 7/1/2021, and on the same day of each half-year thereafter. A single, final payment of the entire unpaid balance of Principal and Interest will be due 1/1/2028.

Payments will be rounded to the nearest \$0.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

Each payment I make on this Note will be applied first to escrow that is due, then to interest that is due, then to principal that is due, then to late charges that are due, and finally to any charges that I owe other than principal and interest. If you and I agree to a different application of payments, we will describe our agreement on this Note. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

7. **PREPAYMENT.** I may prepay this Loan in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.
8. **ADDITIONAL TERMS.** "DEFAULT SHALL ALSO EXIST IF ANY PROCEEDS ARE USED FOR A PURPOSE THAT WILL CONTRIBUTE TO THE EXCESSIVE EROSION OF HIGHLY ERODIBLE LAND TO THE CONVERSION OF WETLAND TO PRODUCE OR TO MAKE POSSIBLE THE PRODUCTION OF AN AGRICULTURAL COMMODITY, FURTHER EXPLAINED IN 7 CFR PART 1940. SUBPART G. EXHIBIT M."

