

UNITED STATES DEPARTMENT OF AGRICULTURE

Farm Service Agency  
Washington, DC 20250

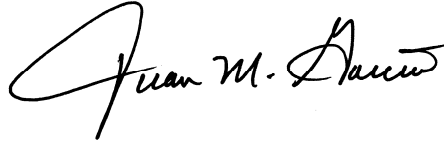
---

Farm Storage Facility Loan Program  
1-FSFL (Revision 1)

Amendment 5

---

Approved by: Deputy Administrator, Farm Programs



---

**Amendment Transmittal**

**A Reasons for Amendment**

Subparagraph 24 G has been amended to remove the financial analysis requirement when an irrevocable letter of credit is used as security for FSFL's greater than \$250,000.01. A financial analysis is **not** required when an irrevocable letter of credit is used as security for FSFL's.

Subparagraph 53 C has been amended to include additional situations where a cash flow statement is not necessary when the aggregate outstanding total of all FSFL's is less than \$10,000.

Subparagraph 82 A has been amended to remove the conditional loan approval for EA's. FSA-850 must be completed and no adverse impacts must be determined **before** CCC-185 can be approved.

The following forms have been amended to provide updated Privacy Act and Discrimination Act language:

- CCC-10 (paragraph 58)
- CCC-190 (Exhibit 16)
- CCC-191 (subparagraph 133 G)

**Note:** A box was added to indicate if full or partial payment of the contract/purchase invoice was received.

- CCC-193 (Exhibit 17, subparagraph A)

**Note:** Terms 1 and 2 have been amended so that landowners may provide real estate security, if necessary, for the applicant.

**Amendment Transmittal (Continued)**

**A Reasons for Amendment (Continued)**

- CCC-193-D (Exhibit 17, subparagraph B)

**Note:** Terms 1 and 2 have been amended so that landowners may provide real estate security, if necessary, for the applicant.

- CCC-194 (Exhibit 23, subparagraph B)

**Note:** A box has been added to indicate if CCC-194 conveys a first or second lien for the real estate.

- CCC-295A (subparagraph 134 C)
- CCC-295B (Exhibit 25, subparagraph B)
- CCC-296 (subparagraph 129 B)
- CCC-297 (Exhibit 10)
- CCC-298 (subparagraph 177 D)
- CCC-299 (subparagraph 129 D)
- CCC-400 (subparagraph 210 B).

<b>Page Control Chart</b>		
<b>TC</b>	<b>Text</b>	<b>Exhibit</b>
7	2-33, 2-34 4-21, 4-22 4-35 through 4-50 4-75, 4-76 7-7 through 7-10 7-32.5, 7-32.6 7-33, 7-34 10-3, 10-4 10-5 13-1 through 13-4	1, pages 1, 2 10, pages 1, 2 page 3 15, pages 1, 2 16, pages 1, 2 17, pages 1-10 (add) 23, pages 1, 2 page 3 25, pages 1, 2

## Table of Contents (Continued)

### Exhibits

1	Reports, Forms, Abbreviations, and Redelegations of Authority
2	Definitions of Terms Used in This Handbook
3	Menu and Screen Index
4, 5	(Reserved)
6	Worksheet for Determining Hay Storage Capacity in a Structure
7	Worksheet for Determining Capacity of a Cold Storage Structure
8, 9	(Reserved)
10	CCC-297, Severance Agreement
11	(Reserved)
12	Authorized Methods for Determining the Value of FSFL Real Estate Security
13	Instructions for Requesting and Paying for FSFL Real Estate Appraisals
14	Additional Commodities Eligible for FSFL
15	Suggested FSFL Filing Guide for Eight Position Files
16	CCC-190, Farm Storage Facility Loan Program Lien Waiver
17	CCC-193, Real Estate Mortgage for Farm Storage Facility Loan Program and CCC-193-D, Farm Storage Facility Loan Deed of Trust for (State of ____)
18-22	(Reserved)
23	CCC-194, Farm Storage Facility Loan Subordination Agreement
24	(Reserved)
25	CCC-295B, Farm Storage Facility Loan Program Annual Inspection Record
26-33	(Reserved)
34	FSFL Program Codes
35	FSFL Application Fee Example for Recording in NRRS
36	FSFL Repayment Example for Recording in NRRS
37-39	(Reserved)
40	Disbursement Option 1 – Screen VFB10200 to Complete FSFL Closings Before Payment Requests
41	Disbursement Option 2 – Screen VFB10200 to Request Payments Before FSFL Closings
42	Disbursement Option 1 – Screen VFC10010 to Complete Payment Requests After FSFL Closings
43	Disbursement Option 2 – Screen VFC10010 to Request Payments Before FSFL Closings



24 Security for FSFL’s (Continued)

**G Other Forms of Security (Continued)**

- used in each State, under guidance of the regional OGC, to comply with laws specific to that State
- used by each financial institution and reviewed and approved by the regional OGC each FY

**Note:** Any variances to FSFL requirements when letters of credit are used must be specified, in writing, from the regional OGC.

- stored in a locked, fireproof file and not released until 30 calendar days after the date of the final repayment.

State Offices must check with their respective regional OGC to ensure that laws specific to their State are included in the irrevocable letter of credit.

The irrevocable letter of credit is considered sufficient security for FSFL when all ~~requirements~~ are met according to this paragraph and a financial analysis is not required, unless a more restrictive policy has been set by STC.

**Note:** At this time, an irrevocable letter of credit **cannot** be used along with other methods.

\* \* \*

**H Renovated Structures**

If an existing structure is remodeled and an addition becomes an attached, integral part of the existing storage structure, CCC’s security shall include the existing storage structure.

**I Fees for Filing and Recording UCC’s, Instruments, and Other Transactions**

Filing and recording fees shall be paid according to the following.

<b>IF the transaction is for...</b>	<b>THEN the fee is paid by...</b>
a collateral lien search	CCC.
a credit report	
fees charged by a local or State municipality for expenses associated with a real estate lien search for CCC-297 purposes	
filing UCC-1	
filing UCC-1 as a fixture filing	

24 Security for FSFL’s (Continued)

**I Fees for Filing and Recording UCC’s, Instruments, and Other Transactions (Continued)**

IF the transaction is for...	THEN the fee is paid by...
all other instrument filing and recording transactions related to a lien on real estate used to secure FSFL	borrower.
attorney fees related to a lien on real estate used to secure FSFL	
fees charged by superior lienholders to subordinate or release collateral to CCC	
filing a discharge of CCC-297	
filing a release or discharge of a real estate lien, such as a mortgage	
filing and recording a subordination agreement related to a lien on real estate used to secure FSFL	
real estate lien, deed, or title search related to a lien on real estate used to secure FSFL	
recording CCC-297	
terminating UCC-1 using UCC-3	

**J Adequate Security and Appraisals of Real Estate**

FSFL’s are considered to be adequately secured when the value of real estate security for FSFL, before installing the requested FSFL structure, is at least equal to FSFL’s amount. For FSFL’s where the value of real estate and previous improvements offered as collateral is in doubt, approving committees may request an appraisal, at the FSFL applicant’s expense, from a list of FLP-approved appraisers. The applicant must agree to the request for an appraisal.

**Notes:** To ensure consistency in determining the value of FSFL real estate security within a State, STC’s may set specific procedure to be followed. It is the responsibility of STC to ensure that all FSFL’s in their State are adequately secure.--\*

If an appraisal was made on the real estate within the last year by a bank or for FLP, and the real estate values have remained consistent, that appraisal may be used to determine value, **if** the appraiser conducting the appraisal is on the list of FLP-approved appraisers.

**K Security on Leased Land**

For an applicant proposing to put FSFL structure on leased land or land that is **not** owned by the applicant, COC shall require a written agreement from the landowner to the FSFL applicant. The agreement should allow the borrower access to the structure for at least the entire length of FSFL.

## 53 Financial Planning

### A Obtaining Balance Sheets and Cash Flow Statements

Use FSA-2037 and FSA-2038 or similar forms, prepared by either the borrower or a financial institution within 90 calendar days of submission, to determine the following:

- that the applicant has the financial ability to make the downpayment
- that the applicant has the financial ability to timely repay FSFL
- whether COC should approve or disapprove FSFL
- the level of collateral security needed.

### B Acceptable Balance Sheets and Cash Flow Statements

Use 1 of the following to make the determinations in subparagraph A:

- FSA-2037 and FSA-2038 available at the FSA eForms web site at <http://forms.sc.egov.usda.gov/eForms/welcomeAction.do?Home>
- balance sheet and cash flow statement approved for use in the State
- balance sheet and cash flow statement that provides all the information necessary to make the determinations in subparagraph A.

**Note:** Existing plans used for FLP may be used, but **must** be revised to plan for FSFLP debt. FLP staff **must** be consulted before any revisions to existing plans take place.

### C Situation Where a Cash Flow Statement Is Not Necessary

Employees performing financial analysis may waive analysis of cash flow and accept only a balance sheet meeting the requirements of subparagraphs A and B from FSFL applicants when both of the following conditions apply:

- \*--aggregate outstanding total of all FSFL's, including the new loan, will be \$10,000 or less
- review of the balance sheet indicates that the applicant has met all of the following:
  - debt to asset ratio of 40 percent or less
  - net worth of 3 times the requested loan amount or greater
  - working capital of 3 times the required down payment or greater
  - be current on all payments to all creditors, including FSA and CCC.--\*

**53 Financial Planning (Continued)****D Planning for Downpayment**

Prepare or obtain a plan for the applicant's current FY:

- using actual expenses, if available
- showing enough cash available to make the required downpayment.

**E Planning for Future Installments**

Prepare a projected plan for the applicant's FY in which the first FSFL installment is due showing the:

- total cost of the storage facility
- approximate amount of FSFL
- projected installment amount for FSFL.

The employee performing the financial analysis will determine whether the applicant has a feasible plan.

**F Obtaining Verification of Debts and Assets**

County Offices shall:

- verify debts and assets only when debt and asset information provided by the applicant is different than that shown on the credit report or through a lien search
- if applicable, prepare FSA-2015 for each applicant's creditor according to the instructions on FSA-2015
- before requesting information on FSA-2015 from the applicant's creditors, have the applicant sign FSA-2004 to give FSA the authority to verify their debts and assets.

**Note:** FSA-2004 shall be filed in the FSFL folder.



58 Completing CCC-10's (Continued)

D Instructions for Preparing CCC-10's (Continued)

Item	Instructions
7	If the organization or entity is registered: <ul style="list-style-type: none"> <li>• it must be organized under the law of a single State and must be displayed in a State public record as being organized</li> <li>• enter the State in which the organization or entity was created and is registered. Unless otherwise advised by OGC, this is where to file UCC-1's and to perform lien searches.</li> </ul>
8	If the organization or entity is <b>not</b> registered, enter the State where the place of business is located or where the organization or entity conducts its affairs. Unless otherwise advised by OGC, this is where to file UCC-1's and to perform lien searches.
9	Ensure that the producer understands the statement in item 9.
9A-9D	If the box in item 1 is checked for: <ul style="list-style-type: none"> <li>• "Individual", the producer enters the signature as the first, middle, and last name and, if applicable, a suffix</li> <li>• "Organization or Entity", the producer enters the following:                             <ul style="list-style-type: none"> <li>• the legal name of the organization or entity</li> <li>• the word "by"</li> <li>• producer's signature</li> <li>• producer's title.</li> </ul> </li> </ul> <p><b>Example:</b> Hobbitt Farms Inc. by John H. Smith, President</p> <p><b>Note:</b> See paragraph 31 for signature authority documentation requirements.</p>

58 Completing CCC-10's (Continued)

E Example of CCC-10

The following is an example of a completed CCC-10.

\*--

This form is available electronically.		Form Approved – OMB No. 0560-0215
<b>CCC-10</b> (08-31-11)		
<b>U.S. DEPARTMENT OF AGRICULTURE</b> Commodity Credit Corporation Farm Service Agency		
<b>REPRESENTATIONS FOR COMMODITY CREDIT CORPORATION OR FARM SERVICE AGENCY LOANS AND AUTHORIZATION TO FILE A FINANCING STATEMENT AND RELATED DOCUMENTS</b>		
<small>Note: 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 7 CFR Part 761, 7 CFR Part 1436, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) and the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246). The information will be used to provide CCC's or FSA's notice of intent to protect its security interest, identify debtor or entity, and authorize CCC or FSA to file financing statements before executing a security agreement. 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-2, Farm Records File (Automated) and USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information will result in denial of loan benefits.</small>		
<small>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 0560-0215. The time required to complete this information collection is estimated to average 5 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. The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. <b>RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.</b></small>		
<b>PART A – INTRODUCTION</b>		
The undersigned is an applicant for a loan from the Commodity Credit Corporation (CCC) or the Farm Service Agency (FSA), or is currently indebted to CCC or FSA on account of loans previously made or will encumber, pledge or mortgage property to CCC or FSA to secure payment of a loan made or to be made by CCC or FSA. The undersigned understands that CCC or FSA will take or has taken a security interest in collateral to secure the payment of any loan made or to be made, that CCC or FSA will file or has filed a financing statement or an amended financing statement to perfect its security interest in such collateral, that the information provided in this instrument will affect the contents of the financing statement or any amended financing statement and where it will be filed and that CCC or FSA will rely upon this information provided by the undersigned. For warehouse-stored CCC marketing assistance loans, I understand that a financing statement will not be filed but this form is necessary to establish the jurisdiction in which a lien search will be conducted. Further, the undersigned understands that CCC or FSA will continue to use this information for any future loans to be made to the undersigned until the undersigned notifies CCC or FSA of any changes. The undersigned agrees to immediately notify CCC or FSA of any changes in this information.		
<b>PART B – REPRESENTATION OF UNDERSIGNED</b>		
1. Type of Undersigned:	<input checked="" type="checkbox"/> Individual <input type="checkbox"/> Organization or Entity	2. Social Security Number or Tax Identification Number (9 Digits)  XXX-XX-XXXX
3. Undersigned's Full Legal Name John Robert Smith, Jr.	4. Spouse's Full Legal Name Anita Luanne Baxter Smith	
5. State and County of Primary Residence if Undersigned is an Individual New Jersey, Adams County	6. If Undersigned is an Organization or Entity, Specify the Type of Organization or Entity	
7. If undersigned's organization or entity is a registered organization or entity, specify the state in which the organization or entity was created.		
8. If undersigned's organization is a non-registered organization or entity, specify the state where the place of business is located or where the organization or entity conducts its affairs.		
<b>PART C – AUTHORIZATION TO FILE</b>		
9. <i>The undersigned authorizes CCC or FSA to file a financing statement under the name of the undersigned for collateral to be described in the financing statement and security agreement at any time following the date that this instrument is signed. By signing below, I give CCC or FSA permission to file a financing statement prior to the execution of the security agreement, as well as to file amendments and continuations of the financing statement thereafter.</i>		
I authorize CCC to enter on the financing statement a broader description of the collateral used to secure a CCC marketing assistance loan than the description on the applicable security agreement.		
10A. Signature of Individual in Item 3 (By)  /s/ John Robert Smith, Jr.	10B. Title/Relationship of the Individual Signing in the Representative Capacity	10C. Date (MM-DD-YYYY)  07-17-XXXX
10D. Signature of Individual in Item 4 (By)  /s/ Anita Luanne Baxter Smith	10E. Title/Relationship of the Individual Signing in the Representative Capacity	10F. Date (MM-DD-YYYY)  07-17-XXXX
11A. Signature for Organization or Entity in Item 3 (By)	11B. Title/Relationship of the Individual Signing in the Representative Capacity	11C. Date (MM-DD-YYYY)
11D. Signature for Organization or Entity in Item 3 (By)	11E. Title/Relationship of the Individual Signing in the Representative Capacity	11F. Date (MM-DD-YYYY)
<small>The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.</small>		

--\*

59-68 (Reserved)

## Section 3 Environmental Review

### 81 Overview

#### A Background

For FSFLP participation, FSA-850 is used to determine whether the proposed action could potentially affect protected resources. See 1-EQ, Part 5.

Individual farm participation in FSA programs does **not** normally require EA preparation. However, for certain practices, FSA-850 must still be completed to verify that no protected resources would be affected. If through completing FSA-850 it is determined that there is no potential for the FSFL-proposed action to impact the environment, FSA-850 serves as FSA's documentation of compliance with NEPA, as well as the requirements of other environmental laws, regulations, and Executive Orders.

**Note:** NEPA regulations require that agencies complete the NEPA process **before** approving the proposed action, which includes coordination/consultation on protected resources with regulatory agencies and entities responsible for managing protected resources, such as surface water quality, threatened and endangered species, and cultural resources.

#### B Objectives

The primary objectives of this section are for FSA to make better decisions by:

- taking into account potential environmental impacts of proposed projects
- working with FSA applicants, other Federal agencies, Indian tribes, State and local governments, and interested citizens and organizations to formulate actions that advance FSFL goals in a manner that will protect, enhance, and restore environmental quality.

## 82 Evaluating Potential Environmental Effects

### A Preparing Evaluations

All requests for FSFL's to construct or renovate farm storage facilities or for drying or handling equipment, will be evaluated by completing FSA-850 according to 1-EQ. If indicated by FSA-850, EA may be necessary. Contact SEC for further guidance if EA is necessary.

**Notes:** See 1-EQ, subparagraph 23 B for guidance on completing FSA-850.

Producers may request completing FSA-850 before submitting CCC-185 by:

- visiting the County Office
- marking an aerial photograph of the proposed location of the structure
- indicating what type of structure they propose to construct.

NRCS-CPA-052 can be accepted instead of FSA-850.

A site visit is required to complete FSA-850.

**\*--FSA-850 must be completed and no adverse environmental impacts must be determined before CCC-185 can be approved.--\***

All FSFL's secured by real estate will also be evaluated by completing FSA-851, on the real estate offered as collateral, according to 2-EQ.

**Note:** See 2-EQ, Exhibit 5 for instructions on completing FSA-851.

### B Applicant Responsibilities

FSA expects applicants to:

- consider the potential environmental impacts of their requests at the earliest planning stages and to develop proposals that minimize the potential to adversely impact the quality of the human environment
- contact County Offices to determine FSA's environmental requirements as soon as possible after they decide to apply for FSFL
- provide information necessary to evaluate their proposal's potential environmental impacts and alternatives to them.

**Example:** The applicant will be required to provide a complete description of the project elements and the proposed site or sites to include location maps, topographic maps, and photographs when needed.

129 Closing FSFL's Secured by Real Estate (Continued)

B Example of CCC-296

County Offices shall obtain certification from the attorney selected for FSFL closings by using the following CCC-296 or a similar form approved by the regional attorney.

\*--

<p><b>This form is available electronically.</b>  <b>CCC-296</b>                  (03-23-12)</p>		<p><b>U.S. DEPARTMENT OF AGRICULTURE</b>                  Commodity Credit Corporation</p>							
<p><b>FARM STORAGE FACILITY LOAN PROGRAM</b>  <b>CERTIFICATION OF ATTORNEY</b></p>									
<p><b>4. TO:</b></p>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">1. NAME OF LOAN APPLICANT</td> </tr> <tr> <td style="padding: 2px;">John G. Farmer</td> </tr> <tr> <td style="padding: 2px;">2. AMOUNT OF LOAN</td> </tr> <tr> <td style="padding: 2px;">\$ 66,000.00</td> </tr> <tr> <td style="padding: 2px;">3. LOAN NUMBER</td> </tr> <tr> <td style="padding: 2px;">2012/00010</td> </tr> </table>		1. NAME OF LOAN APPLICANT	John G. Farmer	2. AMOUNT OF LOAN	\$ 66,000.00	3. LOAN NUMBER	2012/00010
1. NAME OF LOAN APPLICANT									
John G. Farmer									
2. AMOUNT OF LOAN									
\$ 66,000.00									
3. LOAN NUMBER									
2012/00010									
<p>Mr. John B. Lawyer                  448 State Street                  Uptown, NY 55555</p>									
<p>You have been selected by the Loan Applicant in Item 1 to prepare a title opinion, to obtain a commitment for a mortgage policy of title insurance and/or to handle the loan closing in connection with a Commodity Credit Corporation (CCC) loan application filed by his party. If you desire to do this work, please complete the bottom portion of this form and return it to this office immediately. You are cautioned not to begin work on this case until you are notified by the CCC official that based on the information presented you have been approved by CCC.</p>									
<p>5A. SIGNATURE OF CCC OFFICIAL                  /s/ I am CED</p>		<p>5B. DATE (MM-DD-YYYY)                  06-30-20XX</p>							
<p>I hereby certify that I am a practicing attorney, a member in good standing of the bar of the state of (1) _____</p> <p>I will provide title clearance through the use of:</p> <p>(2) <input checked="" type="checkbox"/> a title opinion; or</p> <p>(3) <input type="checkbox"/> a title insurance policy. When issuing a title insurance policy, that includes a closing protection letter, liability insurance and a fidelity bond are not required.</p> <p>I am currently covered by Lawyer's Professional Liability Insurance in the amount (4) \$ <u>100,000</u></p> <p>per occurrence issued by (5) <u>Any Surety Co.</u>. The deductible is (6) \$ <u>5,000.00</u>.</p> <p>The policy number is (7) <u>116X475X</u>. Coverage expires on (8) <u>08-11-20XX</u>.</p> <p>I and all of my employees and associates having access to the funds involved in a CCC loan are currently covered by a fidelity bond in an amount not less than the amount of the subject loan.</p>									
<p>6A. SIGNATURE OF ATTORNEY                  /s/ John B. Lawyer</p>		<p>6B. DATE (MM-DD-YYYY)                  07-13-20XX</p>							
<p>7. ATTORNEY'S DETERMINATION (Check one below):</p> <p><input checked="" type="checkbox"/> APPROVED                      <input type="checkbox"/> NOT APPROVED</p>									
<p>8A. SIGNATURE OF CCC OFFICIAL                  /s/ Any County CED</p>		<p>8B. DATE (MM-DD-YYYY)                  07-15-20XX</p>							
<p><small><b>NOTE:</b> 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 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 obtain certification of an attorney that provides legal services for the Farm Storage Facility Loan Program loan applicant. 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. Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility for CCC financing under the Farm Storage Facility Loan Program.</small></p> <p><small>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).</small></p> <p><small>The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. <b>RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.</b></small></p> <p><small>The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.</small></p>									

--\*

129 Closing FSFL’s Secured by Real Estate (Continued)

**C Instructions for Completing CCC-296**

County Offices shall complete CCC-296 according to the following table.

Item	Instructions
1	Enter the name of the FSFL applicant.
2	Enter the amount of FSFL.
3	Enter the FSFL number, including FY.
4	Enter the name and mailing address of the attorney selected by the applicant.
5A and 5B	The CCC representative shall sign and date before sending to the attorney.
6A and 6B	The selected attorney shall complete items 1 through 8, following item 5, and sign and date items 6A and 6B.
7	Once CCC-296 is returned to the County Office, the CCC representative shall approve or disapprove the attorney’s completion.
8A and 8B	<p>The CCC representative shall sign and date.</p> <p><b>Note:</b> The CCC representative shall <b>not</b> approve CCC-296 if the attorney is <b>not</b>:</p> <ul style="list-style-type: none"> <li>• in good standing with the State Bar association</li> <li>• covered by liability insurance.</li> </ul>

**D Requesting CCC-299**

County Offices shall direct applicants to request a title opinion when, in consultation with the regional attorney, the State Office determines that the use of title insurance is **not**:

- available
- feasible for FSFL
- feasible for the State or the area of the State where FSFL will be closed.

129 Closing FSFL's Secured by Real Estate (Continued)

D Requesting CCC-299 (Continued)

Title opinions shall be requested using the transmittal of title information in subparagraph F and CCC-299 as follows.

\*--

<b>This form is available electronically.</b>		1. STATE CODE	2. COUNTY CODE
<b>CCC-299</b> (03-23-12)	<b>U.S. DEPARTMENT OF AGRICULTURE</b> Commodity Credit Corporation	36	017
<b>TITLE OPINION - FARM STORAGE FACILITY LOAN PROGRAM</b>		3. SERIAL NUMBER	
<i>(See Page 2 for Privacy Act and Paperwork Reduction Act Statements)</i>		2012-00003	
<b>PART A - PRELIMINARY TITLE OPINION</b>			
<b>TO THE TITLE EXAMINER:</b>			
(1) <u>John Q. Farmer, 844 Any Street, Uptown, NY 55555</u> <i>(Applicant's Name and Address)</i>			
_____ has applied for a loan under the Farm Storage Facility Loan Program. The loan would be secured by a (2) <b>FIRST LIEN</b> <input checked="" type="checkbox"/> (3) <b>SECOND LIEN</b> <input type="checkbox"/> , subject only to the prior lien of			
(4) _____ , against the real property described on the attached schedule.			
<b>PART B - CERTIFICATION OF TITLE EXAMINER</b>			
Based on my examination of the title to the real estate described on the attached schedule, I am of the opinion that the above-named person can convey the lien indicated above, <b>SUBJECT ONLY TO:</b>			
a. Taxes and assessments not yet due.			
b. Outstanding oil and mineral rights.			
c. Easements and rights of way which do not affect the construction or utility of said storage or drying facilities.			
<b>AND FURTHER SUBJECT TO</b> the joinder, release or subordination of the following described persons or interest: (5)			
_____			
4. SIGNATURE OF TITLE EXAMINER		5. THIS TITLE IS CERTIFIED TO AS OF	
/s/ <u>Cathy Daniels</u>			
<b>PART C - FINAL TITLE OPINION</b>			
RE: Mortgage, deed of trust, or other security instrument executed in favor of the Commodity Credit Corporation, described as follows:			
(1) <u>_____</u> (2) <u>_____</u> (3) <u>_____</u> duly filed for record in the County of			
(4) _____, State of (5) _____ on the (6) _____ day of _____, (7) <u>_____</u> (8) <u>_____</u>			
and recorded in Book (9) _____ Page (10) _____. Recorder's document or filing number (11) _____.			
(Show either book and page or document number.)			
I certify that the above described instrument constitutes a valid (12) <b>FIRST LIEN</b> <input checked="" type="checkbox"/> (13) <b>SECOND LIEN</b> <input type="checkbox"/> , against the real property described on the attached schedule, subject only to Exceptions Part B, Items a through c above.			
6. TITLE EXAMINER'S NAME AND ADDRESS		7. DATE OF CERTIFICATION (MM-DD-YYYY)	
Cathy Daniels 55501 Wrights Place, Suite 101 Uptown, NY 55555		11-01-20XX	
<b>NOTE TO TITLE EXAMINER:</b> All actions necessary to remove, eliminate, or cure defects and objections or to satisfy or discharge items and encumbrances must be completed before the final opinion portion of this document is executed.			
<b>PART D - COUNTY OFFICE INFORMATION</b>			
8A. SIGNATURE OF FSA COUNTY OFFICE OFFICIAL		9. FSA COUNTY OFFICE NAME AND ADDRESS (Including Zip Code)	
/s/ <u>Any FSA County, CED</u>		Any County, FSA Office 1146 River Road Any Town, State 21117	
8B. TITLE	8C. DATE (MM-DD-YYYY)	TELEPHONE NUMBER (Include Area Code):	

--\*

129 Closing FSFL’s Secured by Real Estate (Continued)

**E Instructions for Completing CCC-299**

County Offices shall complete CCC-299 according to the following table.

Item	Instructions
1	Enter the State code.
2	Enter the county code.
3	Enter the FSFL number, including FY.
Part A	
1	Enter the borrower’s name and address
2 and 3	Check 1 box to indicate if FSFL will be secured by a first lien or second lien.
4	If “second lien” is selected, enter the name of the prior lienholder.
Parts B and C	The attorney or title company shall complete these 2 parts.
Part D	
8A	The CCC representative shall sign before sending to the attorney.
8B	The CCC representative signing in item 8A shall enter their title before sending to the attorney.
8C	The CCC representative shall date before sending to the attorney.
9	Enter the name, address (including ZIP Code), and telephone number of the County Office.



133 Final Review of Cost Documents (Continued)

G Example of CCC-191

The following is an example of CCC-191.

\*--

<p>This form is available electronically.  <b>CCC-191</b>                  (03-23-12)</p>		<p>U.S. DEPARTMENT OF AGRICULTURE                  Commodity Credit Corporation</p>	
<p><b>FARM STORAGE FACILITY LOAN PROGRAM                  RELEASE OF LIABILITY</b></p>			
<p><b>NOTE:</b> <i>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 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 by the contractor(s) to release the loan applicant and CCC from any liability concerning any and all claims, liens, and lien rights filed relating to construction or improvement work performed on a farm storage facility. 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. Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility for CCC financing under the Farm Storage Facility Loan Program.</i></p> <p><i>This information collection is exempted from the Paperwork Reduction Act, as it is required for administration of the Food, Conservation, and Energy Act of 2008 (see Pub. L. 110-246, Title I, Subtitle F - Administration).</i></p> <p><i>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.</i></p>			
<p>1. Applicant's Name and Address (Including ZIP Code)                  Cordell Simmons                  1501 Blahe Drive                  Lawrence, Arkansas 12522</p> <p>Telephone Number (Including Area Code): 555-124-4569</p>		<p>2. Contractor's Name and Address (Including ZIP Code)                  Kelly's Cement                  88011 Circle Court                  Bloomfield, Arkansas 12521</p> <p>Telephone Number (Including Area Code): 555-123-8880</p>	
<p><b>3. CERTIFICATION:</b></p> <p>I hereby acknowledge the receipt of (a) _____ Sixteen hundred _____ dollars                  (b) (\$ <u>1,600.00</u> ) which represents <input checked="" type="checkbox"/> full or <input type="checkbox"/> partial payment of my contract/purchase invoice dated                  (c) <u>12-01-XXXX</u> for construction or improvement work on the (d) <u>permanet cement floor</u>                  _____ located in (e) _____ NE Sec. 2 lot 13 Lawrence County _____ and                  which is further described in my contract/purchase invoice. (When payment towards part of the total cost has been made by the loan applicant as evidenced by the final cost data on file in the County FSA Office, the remaining cost will be covered by joint disbursement of the loan.)</p> <p>I hereby release the loan applicant and the Commodity Credit Corporation (CCC) from any claims or liens filed against my business, or me, as an individual, on account of injuries sustained by any worker employed by me or by any subcontractor, arising by virtue of this contract/purchase invoice.</p> <p>I hereby also release the loan applicant and the Commodity Credit Corporation (CCC) from any and all claims, liens, and lien rights, of any kind, nature, or description whatsoever, filed against my business, or me, as an individual, by all who provided labor, materials, supplies, or equipment in the construction or improvement work on the above referenced structure.</p>			
<p>3(f) Signature of Contractor (By)  <u>/s/ Mike Butler</u></p>		<p>3(g) Title/Relationship of the Individual if Signing in a Representative Capacity                  Owner</p>	<p>3(h) Date (MM-DD-YYYY)                  12-01-XXXX</p>
<p><b>WARNING</b></p> <p>The statements and representations made above are made in connection with construction financed in whole or in part by the Commodity Credit Corporation (CCC), United States Department of Agriculture (USDA). The statements and representations will be used to determine the release of USDA provided funds. The making of any false statement or misrepresentation herein may be a crime punishable under Title 18 U.S.C. Section 1001 which provides in part: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or statement or entry, shall be fined under [Title 18 of the United States Code] or imprisoned not more than five years, or both."</p>			
<p><small>The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.</small></p>			

--\*



## 134 Inspection and Disbursement

### A Inspection

County Offices shall:

- inspect the facility before the partial **and** final disbursements
- document the results of the partial and final inspections in the FSFL folder on CCC-295A

**Note:** If both partial and final disbursements are requested, CCC-295A for each disbursement is required.

- ~~\*~~--document the results of the required annual inspection according to~~--\*~~ subparagraph 163 A in the FSFL folder on CCC-295B.

**Notes:** See Exhibit 25.

See subparagraph 163 A for when inspections are required.

If both partial and final disbursements are requested, only one CCC-295B is required for required inspections.

### B Safety Guidelines

FSA is committed to providing a safe environment for employees who:

- inspect newly constructed storage facilities
- perform inspections of existing storage facilities.

Employees shall follow safety practices according to 5-LP, paragraph 89. In addition, observe the following guidelines when performing initial and annual FSFL inspections:

- do **not** climb stairs or ladders, unless it is necessary to visually locate handling equipment that will be collateral for FSFL and the equipment can be safely inspected
- if climbing stairs or ladders is necessary, use proper safety equipment, if available
- if handling equipment cannot be located, verify installation with the borrower
- do **not** attempt to locate serial numbers for equipment that is inaccessible or is **not** in a safe location
- document unsafe conditions on CCC-295A or CCC-295B that should be fixed by the borrower, such as loose ladders.

134 Inspection and Disbursement (Continued)

C Example of CCC-295A

The following is an example of CCC-295A.

\*--

This form is available electronically.			
<b>CCC-295A</b> (03-23-12)		U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation	
<b>FARM STORAGE FACILITY LOAN PROGRAM</b> <b>FINAL INSPECTION OF FACILITY BEFORE LOAN DISBURSEMENT</b>			
<b>BORROWER INFORMATION</b>			
1A. Borrower's Name and Address (Including Zip Code) Clark Farms, Inc. 282 State Route 245 Penn Yan, NY 14527		2. Loan Number  2011/00001	
1B. Borrower's Telephone Number (Including Area Code): 315-536-8389			
<b>INSTRUCTIONS: Review each item below. If "NO", explain deficiencies and corrective action needed in remarks.</b>			
<b>REQUIRED FINAL INSPECTIONS</b>	<b>YES</b>	<b>NO</b>	<b>REMARKS</b>
3. Does structure and equipment match what was approved by COC?	X		
4. Was installation properly done?	X		
5. If cost of material or equipment was certified by the borrower, does it seem reasonable?	X		
6. Is there legal access to the site?	X		
7. Locate and record serial numbers of equipment: Grain spreaders: East Bin- #123456789 Middle Bin- #123456788 West Bin- #1234567777			
8. Additional Remarks: (Indicate item number for each remark.)			
9A. Signature of Agency Official Inspecting Facility  /s/ R. Jones		9B. Title  CED	9C. Date of Inspection (MM-DD-YYYY)  10/01/XXXX
<p><small>The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.</small></p>			

--\*

## 177 Assumptions (Continued)

**C Preparing CCC-298**

County Offices shall prepare CCC-298 according to the following instructions.

<b>Item</b>	<b>Instructions</b>
1	Enter the State code.
2	Enter the county code.
3	Enter the loan serial number, including FY.
4	Enter the borrower's name, address, and telephone number that is on the current FSFL.
5	Enter the State where FSFL is administered.
6	Enter the county where FSFL is administered.
7	Enter the legal description of where the equipment is located.
8A	Enter the name, address, and telephone number of the buyer or survivor.
8B	Enter the county where the buyer lives.
8C	Enter the State where the buyer lives.
9A	Enter the date that the original CCC-186 was executed.
9B	Enter the principal amount of original FSFL.
9C	Enter the principal amount that is unpaid.
9D	Enter the date of the last installment.
9E	Enter the interest rate in effect for the original FSFL.
10A	Enter the State where the security instrument is filed.
10B	Enter the county where the security instrument is filed.
10C	Enter the kind of security instrument, such as UCC-1, mortgage, or deed of trust.
10D	Enter the date the instrument was executed.
10E	Enter the name of the office where the instrument was recorded.
10F	Enter the book, volume, or document number.
10G	Enter the page number in the book where the instrument is recorded, if applicable.
11A	Enter the effective date of assumption.
11B	Enter the amount of unpaid principal to be assumed.
11C	Enter the unpaid interest to be assumed, if any.
11D	Enter the total of items 11B and 11C.
11E	Enter the date of the next installment according to the original schedule.
11F	Enter the interest rate applicable to the original FSFL.
12A	The original borrower or representative shall sign and date.
12B-F	The original co-borrower or representative shall sign and date.
13A	The buyer shall sign and date.
13B-F	The co-buyer shall sign and date.
14	The CCC representative shall sign and enter their title.
15	Enter the name, address, and telephone number of the County Office to administer FSFL.

177 Assumptions (Continued)

D Example of CCC-298

The following is an example of CCC-298.

\*--

<b>This form is available electronically.</b>		1. State Code 55		2. County Code 019			
<b>CCC-298</b> (03-23-12)		U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation					
<b>FARM STORAGE FACILITY LOAN PROGRAM                  ASSUMPTION AGREEMENT</b>							
(See Page 2 for Privacy Act and Paperwork Reduction Act Statements)							
4. Borrower Name and Address (Including Zip Code) Bill Holiday 113 Winter Lane Columbia, WI 55311							
Telephone Number (Include Area Code): 512-301-6012							
<b>The farm storage, handling, or drying equipment (hereinafter called "property," described on Form CCC-186, loan serial number as above) are located as follows:</b>							
5. The State of Wisconsin			6. The County of Brown				
7. Legal Description of Location of Equipment 7 miles west of Landover, WI on state route 550 described in Brown County clerk's book of deeds number 90 page 117.							
The Commodity Credit Corporation (hereinafter called "CCC"), an agency and instrumentality of the United States, made available funds with which to purchase, erect, remodel, construct or install said property through a loan, which is evidenced and secured by a Promissory Note and Security Agreement (Form CCC-186), or by a promissory note and deed of trust or real estate mortgage (hereinafter called "Mortgage"), executed by the Borrower to CCC, in the State and County listed in Items 5 and 6 above. The mortgage provides that if the Borrower sells said property, then CCC may declare the whole of the indebtedness at once due and payable, and take other action as set out in said mortgage. However, the Borrower desires to sell said property to the Buyer listed in Item 8A, 8B, and 8C below (hereinafter called the "Buyer").							
8A. Buyer's Name and Mailing Address (Including Zip Code): Kim Holiday 6550 Blackburn, RD Cheverly, WI 55306			8B. County where Buyer Lives Brown				
Telephone Number (Include Area Code): 512-301-5508			8C. State where Buyer Lives Wisconsin				
9. CCC is the holder of a note and security agreement as follows below:							
A. Date Executed (MM-DD-YYYY)	B. Amount of Original Loan	C. Principal Unpaid	D. Last Installment Date (MM-DD-YYYY)	E. Interest Rate			
10-13-2009	\$ 35,000.00	\$ 27,112.00	09-23-1010	3.45 %			
10. The following security instruments were taken on property below:							
A. State	B. County	C. Kind of Instrument	D. Date Executed (MM-DD-YYYY)	E. Office where Recorded	F. Book, Volume, Document Number	G. Page Number	H. Check if New Security
Wisconsin	Brown	UCC-1 Financing Statement	07-10-2010	Brown County Clerk	2009/90	117	
11. The buyer agrees to assume the loan as follows:							
A. Effective Date (MM-DD-YYYY)	B. Unpaid Principal	C. Unpaid Interest to be Assumed	D. Total of Item B and Item C	E. Date of Next Installment (MM-DD-YYYY)	F. Interest Rate		
09-30-2010	\$ 27,112.00	\$ 186.54	\$ 27,298.54	08-23-2011	3.45 %		

--\*

177 Assumptions (Continued)

D Example of CCC-298 (Continued)

\*--

<b>CCC-298 (03-23-12)</b>		Page 2
<b>BORROWER'S AND BUYER'S AGREEMENT CERTIFICATION</b>		
<p><i>In consideration of the assumption of indebtedness and CCC's consent to the assumption and related conveyance of security property, if applicable, the Buyer agrees to jointly and severally assume liability and agrees to pay the entire unpaid indebtedness with the rates and terms stipulated in the debt and security instruments listed above.</i></p> <p><i>The provisions of said debt and security instruments and any outstanding agreements executed or assumed by the present debtors shall remain in full force and effect the same as if they had executed them as of the dates thereof as principal obligors.</i></p>		
12A. Borrower's Signature (By)  <i>/s/Bill Holiday</i>	12B. Title/Relationship of the Individual if Signing in a Representative Capacity Borrower	12C. Date (MM-DD-YYYY) 09-30-2010
13A. Co-Borrower's Signature (By)	13B. Title/Relationship of the Individual if Signing in a Representative Capacity	13C. Date (MM-DD-YYYY)
13A. Co-Borrower's Signature (By)	13B. Title/Relationship of the Individual if Signing in a Representative Capacity	13C. Date (MM-DD-YYYY)
13A. Co-Borrower's Signature (By)	13B. Title/Relationship of the Individual if Signing in a Representative Capacity	13C. Date (MM-DD-YYYY)
13A. Co-Borrower's Signature (By)	13B. Title/Relationship of the Individual if Signing in a Representative Capacity	13C. Date (MM-DD-YYYY)
13A. Co-Borrower's Signature (By)	13B. Title/Relationship of the Individual if Signing in a Representative Capacity	13C. Date (MM-DD-YYYY)
14A. Buyer's Signature (By)  <i>/s/ Kim Holiday</i>	14B. Title/Relationship of the Individual if Signing in a Representative Capacity Buyer	14C. Date (MM-DD-YYYY) 09-30-2010
15A. Co-Buyer's Signature (By)	15B. Title/Relationship of the Individual if Signing in a Representative Capacity	15C. Date (MM-DD-YYYY)
15A. Co-Buyer's Signature (By)	15B. Title/Relationship of the Individual if Signing in a Representative Capacity	15C. Date (MM-DD-YYYY)
15A. Co-Buyer's Signature (By)	15B. Title/Relationship of the Individual if Signing in a Representative Capacity	15C. Date (MM-DD-YYYY)
15A. Co-Buyer's Signature (By)	15B. Title/Relationship of the Individual if Signing in a Representative Capacity	15C. Date (MM-DD-YYYY)
<b>COMMODITY CREDIT CORPORATION SECURED CREDITOR</b>		
16. Commodity Credit Corporation (Secured Creditor)  By <u>/s/ Sidney Pope, CED</u> <i>(Name and Title)</i>	17. Name and Address of County FSA Office (Including Zip Code): Brown County FSA Office 11550 Shirley Court Lakewood, WI 55321  Telephone Number (Include Area Code): 512-301-6005	
<p><b>NOTE:</b> <i>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 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 process a Farm Storage Facility Loan Program assumption agreement. 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. Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility for CCC financing under the Farm Storage Facility Loan Program.</i></p> <p><i>This information collection is exempted from the Paperwork Reduction Act, as it is required for 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.</i></p> <p><small>The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.</small></p>		

--\*

178-185 (Reserved)





**Part 13 Selling FSFL Collateral**

**209 Sale Requested by Borrower**

**A County Office Action**

Borrowers with FSFL’s **not** in default or called by CCC may voluntarily convey collateral to CCC by signing CCC-400.

**Note:** County Offices shall take sale action according to paragraph 211.

**210 Agreement for Sale of FSFL Collateral**

**A Preparing CCC-400**

County Offices shall prepare CCC-400 according to the following table.

<b>Item</b>	<b>Instructions</b>
1	Enter the County Office name, address, and telephone number.
2	Enter the State code, county code, FY, and loan number.
3	Enter the debtor’s name and address.
4	Enter the debtor’s telephone number.
A (1)-(3)	Enter the date, month, and year of this CCC-400.
A (4)	Enter the principal amount owed, written out.
A (5)	Enter the principal amount owed, in numerals.
A (6)	Enter the description of the FSFL collateral.
H 1A and 1B	The witness, unrelated to the debtor, shall sign and date.
H 1C and 1D	The debtor shall sign and date.
H 2A and 2B	The second witness, unrelated to the debtor, shall sign and date.
H 2C and 2D	The debtor’s spouse shall sign and date.
H 3	The COC chairperson shall sign.
H 3A and 3B	The authorized representative of CCC shall sign and date.
H 4A and 4B	The authorized representative of CCC shall sign and date.

210 Agreement for Sale of FSFL Collateral (Continued)

B Example of CCC-400

The following is an example of a completed CCC-400.

\*--

<p><b>This form is available electronically.</b></p> <p><b>CCC-400</b>                      <b>U.S. DEPARTMENT OF AGRICULTURE</b> (03-23-12)                      Commodity Credit Corporation</p> <p style="text-align: center;"><b>FARM STORAGE FACILITY LOAN PROGRAM AGREEMENT FOR SALE OF LOAN COLLATERAL</b></p>		<p>1. FSA County Office Name and Address (Including Zip Code) Yates County FSA Office 270 Lake Street Penn Yan, NY 14527</p> <p>Telephone Number (Including Area Code): 315-536-4012</p>
		<p>2. Serial Number  36/123/2005/00001</p>
<p><b>NOTE:</b> <i>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 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 obtain to allow the legal transfer of Farm Storage Facility Loan Program collateral to CCC for sale. 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. Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility for CCC financing under the Farm Storage Facility Loan Program.</i></p> <p><i>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).</i></p> <p><i>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.</i></p>		
<p>3. Debtor's Name and Address (Including Zip Code) Clark Farms, Inc. 282 State Route 245 Penn Yan, NY 14527</p>		<p>4. Debtor's Telephone Number (Including Area Code)  315-536-7281</p>

A. **THIS AGREEMENT**, is made (1) 20th day of (2) October, (Year) (3) 20XX between Clark Farms, Inc. (the Debtor) and the Commodity Credit Corporation shall remain in effect for six-months.

The Debtor is indebted to CCC in the principal amount of (4) Ten Thousand Four Hundred Sixty-Five dollars and no/100 (5) (\$ 10465) as evidenced by, a Promissory Note and Security Agreement (CCC-186) executed with respect to the following property (collateral) (6) 2-1,000 Bu. Bins and related equipment; the Debtor desires that CCC take possession of and to sell this property and to apply the sales proceeds to the debt owned by the Debtor to CCC together with such other costs, expenses, and indebtedness as are described in Item F.

B. The Debtor conveys to CCC by execution of this Agreement possession of the collateral. The Debtor agrees that expenses incurred to preserve and sell the collateral shall be added to and become a part of the Debtor's indebtedness to CCC, under the same terms and conditions of the original note executed by the Debtor.

C. CCC may:

- (1) To sell the collateral either at private sale or at public auction in the manner and at the place determined by CCC,
- (2) Purchase the collateral, and may execute a bill of sale, either in the name of the Debtor or in the name of CCC, for any such collateral sold at any such sale.

D. The Debtor agrees that any loss of, deterioration of, or accidental damage to the collateral surrendered to CCC shall be borne by the Debtor. The Debtor releases and discharges CCC from liability for any and all claims of every nature whatsoever in connection with the handling, care, and sale by CCC of the collateral.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

--\*

210 Agreement for Sale of FSFL Collateral (Continued)

B Example of CCC-400 (Continued)

\*--

<b>CCC-400</b> (03-23-12) Page 2				
E. The Debtor and CCC agree that the proceeds from the disposition of the collateral shall be applied:				
<ul style="list-style-type: none"> <li>(1) First on expenses of retaking, holding, preparing for sale, selling, and for the payment of reasonable attorney's fees and legal expenses incurred by CCC,</li> <li>(2) Second to the satisfaction of indebtedness secured by the collateral,</li> <li>(3) Third to the satisfaction of subordinate security interests to the extent required by law,</li> <li>(4) Fourth to any other obligations of Debtor owing to or insured by CCC, and</li> <li>(5) Fifth to Debtor.</li> </ul>				
F. Nothing herein contained shall be construed to release the Debtor from liability for any deficiency owing to CCC after application of the proceeds of sale as provided in Item E. This agreement is a confirmation by the Borrower of the power of sale contained in the CCC-186.				
G. The word "Debtor" shall include the heirs, successors, administrators, executors, assigns, agents, and principals of the Debtor.				
<b>H. IN WITNESS WHEREOF</b> , the parties have caused this instrument to be executed the day and year first above written.				
1A. Signature of Witness	1B. Date (MM-DD-YYYY)	1C. Signature of Borrower	1D. Title/Relationship of the Individual is Signing in a Representative Capacity	1E. Date (MM-DD-YYYY)
/s/ <i>Ima Witness</i>	10-20-20XX			10-20-20XX
2A. Signature of Witness	2B. Date (MM-DD-YYYY)	2C. Signature of Borrower's Spouse	2D. Title/Relationship of the Individual is Signing in a Representative Capacity	2E. Date (MM-DD-YYYY)
/s/ <i>Ima Witness 2</i>	10-20-20XX			10-20-20XX
3. <b>COMMODITY CREDIT CORPORATION SECURED PARTY</b>		3A. Signature of CCC Representative		3B. Date (MM-DD-YYYY)
By <u>          /s/ <i>Ima COC Chairperson</i>          </u> (CCC Representative)		4A. Signature of CCC Representative		4B. Date (MM-DD-YYYY)
				10-20-20XX

--\*

**211 Liquidating FSFL's Not Secured by Real Estate With Movable Collateral****A Action Instead of Foreclosure**

When FSFL's have been called and a liquidation letter has been issued to debtors, the collateral must be sold to liquidate FSFL. FSFL with collateral that can be disassembled and moved that is **not** secured by real estate, may be liquidated or partially liquidated under the terms of CCC-186. County Offices shall:

- obtain borrower's signature and, if required by law, spouse's signature on CCC-400 prepared according to subparagraph 210 A
- perform a lien search, no more than 10 calendar days before sending a notification letter, to search:
  - property records where fixture filing was performed
  - UCC records
- send the notification of disposition of collateral letter (subparagraph B) to the following:
  - borrower
  - all co-borrowers
  - anyone who has notified CCC that they have interest in or claim to the collateral
  - any other secured party or lienholder whose interest:
    - is recorded in the county where the collateral is located
    - is indexed under the borrower's name
    - identifies CCC's collateral as of 10 calendar days before the date of notification
- use the date the notification of disposition of collateral letter is sent as the date that CCC takes possession of the FSFL collateral.

## Reports, Forms, Abbreviations, and Redelegations of Authority

### Reports

This table lists the required reports in this handbook.

Report Control Number	Title	Reporting Period	Submission Date	Negative Report	Reference
VFB405-R001	FSFL Program Reminders Report	Monthly by DD			415
VAA510-R001	FSFL Repayment Status Report	Quarterly by State Office			414

### Forms

This table lists all forms referenced in this handbook.

Number	Title	Display Reference	Reference
AD-1026	Highly Erodible Land Conservation (HELIC) and Wetland Conservation (WC) Certification		51, Ex. 15
B10	Proof of Claim		186
CCC-10	Representations for Commodity Credit Corporation or Farm Service Agency Loans and Authorization to File a Financing Statement and Related Documents	58	51, 52, 56
CCC-185	Loan Application and Approval for Farm Storage and Drying Equipment Loan Program	51, 116	Text, Ex. 15, 40, 41
CCC-185-1	Loan Application and Approval for Farm Storage and Drying Equipment Loan Program (CCC-185 Continuation Sheet)	51	
CCC-186	Farm Storage Facility Loan Program Promissory Note and Security Agreement	146	Text, Ex. 2, 15
CCC-186-1	Farm Storage Facility Loan Program CCC-186-1 Continuation Sheet	147	31, 411, 412
CCC-190	Farm Storage Facility Loan Program Lien Waiver	Ex. 16	52, 56, 127, 129, Ex. 15
CCC-191	Farm Storage Facility Loan Program Release of Liability	133	28, 127, 129, 230
CCC-193	Real Estate Mortgage for Farm Storage Facility Loan Program	Ex. 17	31, 127, 129, 131, Ex. 15
CCC-193-D	Farm Storage Facility Loan Deed of Trust for (State of _____)	Ex. 17	31, 127, 131

## Reports, Forms, Abbreviations, and Redelegations of Authority (Continued)

## Forms (Continued)

Number	Title	Display Reference	Reference
CCC-194	Farm Storage Facility Loan Subordination Agreement (Lien on Real Property)	Ex. 23	127, 129, 131, Ex. 15
CCC-195	Farm Storage Facility Loan (FSFL) Processing Checklist	52	11, 127, Ex. 15
CCC-257	Schedule of Deposit		158, 161, 231, 232, 312, 338, 353, 426
CCC-295A	Farm Storage Facility Loan Program Final Inspection of Facility Before Loan Disbursement	134	28, 127, 186, Ex. 15
CCC-295B	Farm Storage Facility Loan Program Annual Inspection Record	Ex. 25	134, 163, Ex. 15
CCC-296	Farm Storage Facility Loan Program Certification of Attorney	129	127
CCC-297	Severance Agreement	Ex. 10	Text, Ex. 15
CCC-298	Farm Storage Facility Loan Program Assumption Agreement	177	31, 426, Ex. 15
CCC-299	Title Opinion - Farm Storage Facility Loan Program	129	127
CCC-400	Farm Storage Facility Loan Program Agreement for Sale of Loan Collateral	210	31, 186, 197, 209, 211, 233
CCC-471	Non-Insured Crop Disaster Assistance Program (NAP) Application for Coverage (2010 and Subsequent Crop Years)		69
CCC-674	Certification of Contracts, Grants, Loans, and Cooperative Agreements	33	
CCC-901	Members Information 2009 and Subsequent Years		10, 31, 51, 52
CCC-902	Farm Operating Plan for Payment Eligibility Review		10, 12, 15, 51, 52
CCC-902E	Farm Operating Plan for an Entity 2009 and Subsequent Program Years		31
CCC-926	Payment Eligibility Average Adjusted Gross Income Certification		12
FEMA 81-93	Standard Flood Hazard Determination		52, 69, Ex. 15
FSA-13-A	Data Security Access Authorization Form		451
FSA-211	Power of Attorney		31
FSA-578	Report of Acreage		12, 15, 51

**CCC-297, Severance Agreement**

**A Completing CCC-297**

CCC-297 shall be completed according to the following instructions.

<b>Item</b>	<b>Instructions</b>
a	Enter name of borrower.
b	Enter name of co-borrower, if applicable.
c	Enter name of town or city where borrower resides.
d	Enter County where borrower resides.
e	Enter State where borrower resides.
f	Describe the FSFL structures/components that are affixed to the real estate.
g	Enter legal description of real estate to which the FSFL structures/components are affixed.
h	Enter numeric day of the month the agreement is executed.
i	Enter month the agreement is executed.
j	Enter year the agreement is executed.
k	If the owner of the real estate is an entity, enter the name of the entity.
l	If an entity name is entered in item k, the authorized representative must sign.
m	Enter title of the authorized representative.
n and o	If real estate is owned by individuals, owners must sign.
p - w	To be completed by the notary witnessing signatures in items k through o.

CCC-297, Severance Agreement (Continued)

B Example of CCC-297

The following is an example of CCC-297.

\*--

This form is available electronically.  
**CCC-297**  
(03-23-12)

U.S. DEPARTMENT OF AGRICULTURE  
Commodity Credit Corporation

**SEVERANCE AGREEMENT**

See Page 2 for Privacy Act and Paperwork Reduction Act Statements.

**WHEREAS,** (a) John Clark and  
(b) Mary Clark, of (c) Pleasantville, County of  
(d) Jones, State of (e) State Name, (herein called Debtors), have  
applied to the Commodity Credit Corporation (herein called the Secured Party), for a loan and have agreed to give the  
Secured Party a security interest in the following-described fixture(s) (f):

1 - 16,000 Bushell (30' diameter bin)Butler Steel grain bin with grain spreader and motor,  
inside and outside ladders, perforated floor with aeration system motor, installed on  
concrete foundation.

which fixture(s) is (are) affixed to the following-described real estate: (Add legal description) (g)

NW 1/4 SW 1/4 Sec. 24 Cook Twp. Jones County

**NOW, THEREFORE,** in consideration of the making or insuring of such loan by the Secured Party, the  
undersigned parties hereby (1) consent that the Debtors may grant to the Secured Party a security interest in said fixture(s)  
under the Uniform Commercial Code, (2) consent to the installation of said equipment and agree said equipment shall be and  
remain severed from the real property described above, and (3) agree that upon default of Debtors the Secured Party may (a)  
take possession of and remove said fixture(s) without notice to the undersigned parties and without liability to them for any  
diminution of value of the real estate caused by the absence of the fixture(s) or by any necessity for replacing the fixture(s),  
and (b) enforce its security interest against said fixture(s) as personally.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

--\*



CCC-297, Severance Agreement (Continued)

B Example of CCC-297 (Continued)

\*--

<b>CCC-297</b> (03-23-12)	Page 2 of 2
<p><b>IN WITNESS WHEREOF</b>, the undersigned parties hereto have executed this instrument</p> <p>this (h) _____ 15th _____ day of (i) _____ January _____, (j) _____ 20XX _____ (year).</p> <p>if a corporation:</p>	
<p>(k) Name of Corporate (Mortgagee) (Owner) *</p>	<p style="text-align: center;">/s/ <b>Timothy Clark</b></p> <p style="text-align: center;">Timothy Clark</p> <p>(n) Individual (Mortgagee) (Owner) *</p>
<p>By _____</p> <p style="text-align: center;">(l) Duly Authorized Officer</p>	<p style="text-align: center;">(o) Individual (Mortgagee) (Owner) *</p>
<p style="text-align: center;">(m) Title</p>	
<p><b>CORPORATE SEAL</b></p> <p>"Mortgagee" includes holder of any type of real estate lien.</p> <p>*Delete "Mortgagee" or "Owner."</p>	
<p>(p) STATE OF _____ State Name</p> <p>(q) COUNTY OF _____ Jones</p>	<p style="font-size: 2em; vertical-align: middle;">}</p> <p>ss. <b>ACKNOWLEDGMENT:</b></p>
<p>On this (r) _____ 15th _____ day of (s) _____ January _____ in the year (t) _____ 20XX _____, before me, the undersigned, a Notary Public in and for said State, personally appeared (u) _____ Timothy Clark _____, 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 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 on behalf of which the individual(s) acted, execute the instrument.</p>	
	<p>(SEAL) _____ Jane Doe _____</p> <p style="text-align: center;">(v) Notary Public</p>
	<p>My commission expires (w) _____ 06-10-20XX _____</p> <p style="text-align: center;">(MM-DD-YYYY)</p>
<p><small><b>NOTE:</b> 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 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 obtain a Farm Storage Facility Loan Program severance agreement when there are real estate lien holders involving the land where a storage facility is to be located. 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. Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility for CCC financing under the Farm Storage Facility Loan Program.</small></p> <p><small>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).</small></p> <p><small>The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. <b>RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.</b></small></p>	

--\*



## **Suggested FSFL Filing Guide for Eight Position Files**

The following is a suggested FSFL filing guide that may be used for 8 position files:

- Position 1:
  - CCC-195
  - UCC-1
  - UCC-3
  - CCC-190
  - FSA-2360
  - FSA-2015
  
- Position 2:
  - CCC-186
  - CCC-298
  
- Position 3:
  - running case records
  - CCC-185
  - financial information
  - Credit Bureau Report
  - FSA-2004
  
- Position 4:
  - correspondence
  
- Position 5:
  - all legal information including legal description
  - all attorney information and forms
  - CCC-193
  - CCC-194
  - copy of CCC-297 (original filed where applicable)

**Suggested FSFL Filing Guide for Eight Position Files (Continued)**

- Position 6:
  - bills/invoices/statements
  - estimates
  - building plans and permits
  - CCC-295A
  - CCC-295B
  
- Position 7:
  - proof of insurance – crop, structural, and flood
  
- Position 8:
  - AD-1026
  - \* \* \*
  - FEMA-81-93
  - FSA-850
  - FSA-851
  - Class II assessments
  - State Historical Preservation Officer determination
  - \*--Tribal Historic Preservation Office documentation--\*
  - FWS determination
  - appraisals.

**Note:** This suggested filing guide can be adjusted if 6 position folders are used.

**CCC-190, Farm Storage Facility Loan Program Lien Waiver**

**A Completing CCC-190**

CCC-190:

- is required when liens are found on facilities and equipment that are pledged as collateral

**Note:** CCC-190 shall **not** be used to waive liens on real estate.

- shall be completed according to the following instructions.

<b>Item</b>	<b>Instructions</b>
The County Office shall complete items 1 through 6, and item 9A.	
1	Enter name and address of the borrower and co-borrower.
2	Enter State code for the loanmaking County Office.
3	Enter county code for the loanmaking County Office.
4	Enter loan number assigned by APSS.
5	Enter location of collateral. This should be the location entered on UCC-1.
6	Enter description of collateral as entered on UCC-1. Additional description items may be entered to further identify the items, if needed.
The lienholder shall complete items 7, 8, 9B, 10A, and 10B.	
7	The lienholder must indicate how monetary proceeds are to be disbursed by entering a checkmark in either of the boxes provided.
8	Enter any necessary comments.
9A	The County Office shall enter the lienholder's name and address from the lien search.
9B	The lienholder shall enter their telephone number.
10A & B	The lienholder identified or their agent identified in item 9 shall sign and date.

CCC-190, Farm Storage Facility Loan Program Lien Waiver (Continued)

B Example of CCC-190

The following is an example of CCC-190.

\*--

<p><b>This form is available electronically.</b></p>				
<p>CCC-190 (03-23-12)</p>		<p>U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation</p>		
<p><b>FARM STORAGE FACILITY LOAN PROGRAM LIEN WAIVER</b></p>				
<p>1. NAME AND ADDRESS OF PRODUCER <i>(Include Zip Code)</i> John Clark Mary Clark 282 East Road Pleasantville, ST 99809</p>		<p>2. STATE CODE 72</p>	<p>3. COUNTY CODE 123</p>	<p>4. LOAN NUMBER 2011/00001</p>
<p>5. LOCATION OF COLLATERAL NW 1/4 SW 1/4 Sec. 24 Cook Twp. Jones County</p>		<p>6. DESCRIPTION OF COLLATERAL 1-16,000 Bushell (90' diameter bin) Butler Steel Grain bin with grain spreader and motor, inside and outside ladders, and perforated floor</p>		
<p><b>NOTE:</b> <i>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 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 obtain waivers of liens when liens filed by parties other than CCC are found on facilities and equipment that are pledged as collateral. 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. Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility for CCC financing under the Farm Storage Facility Loan Program.</i></p> <p><i>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.</i></p>				
<p>7. The undersigned is the holder of a lien on the collateral identified above. In order for the producer identified above to pledged such collateral as security for a Commodity Credit Corporation ("CCC") loan, with respect to CCC only, the undersigned waives all interest in, and title to, such collateral. The undersigned agrees that the proceeds of the loan shall be disbursed <b>(lienholder must check one of the following):</b></p> <p>(A) <input type="checkbox"/> To the producer.</p> <p>(B) <input checked="" type="checkbox"/> Jointly to the producer and the undersigned lienholder.</p>				
<p>8. REMARKS</p>				
<p>9A. LIENHOLDER OR AUTHORIZED AGENT'S NAME AND ADDRESS <i>(Include Zip Code)</i> First National Bank 1200 Main St. Pleasantville, ST 99809</p>		<p>9B. LIENHOLDER OR AUTHORIZED AGENT'S TELEPHONE NUMBER <i>(Including Area Code)</i> 888-987-6543</p>		
<p>10A. SIGNATURE OF LIENHOLDER OR AUTHORIZED AGENT (By) /s/ Sam Johnson</p>	<p>10B. TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY President</p>	<p>10C. Date (MM-DD-YYYY) 07-11-20XX</p>		
<p><small>The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.</small></p>				

--\*

**\*--CCC-193, Real Estate Mortgage for Farm Storage Facility Loan Program and CCC-193-D, Farm Storage Facility Loan Deed of Trust for (State of \_\_\_\_)**

**A Example of CCC-193**

The following is an example of CCC-193.

**This form is available electronically.**  
**CCC-193**  
 (03-23-12)

**U.S. DEPARTMENT OF AGRICULTURE**  
 Commodity Credit Corporation

**REAL ESTATE MORTGAGE FOR FARM STORAGE FACILITY LOAN PROGRAM**

**NOTE:** 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 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 for CCC financing under the Farm Storage Facility Loan Program. 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. Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility for CCC financing under the Farm Storage Facility Loan Program.

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.

**1. THIS MORTGAGE** is made and entered into by the undersigned

Landowner(s) (a) Bill B. Barnes residing in  
Any County County, whose post office address is (b) 1400 Private Drive,  
 State, Any State in behalf of Applicant, (c) Kerry M. Barnes  
 residing in (d) Any County County, whose post  
 office address is (e) 5555 Stellar Road, State, (f) Any State, both together  
 herein called "Borrower," and the Commodity Credit Corporation, a corporate agency of the United States of America within the United States Department  
 of Agriculture, herein called the "Government," and:

**2. WHEREAS** Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called  
 "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of  
 the Government upon any default by Borrower, and is described as follows:

A. Date of Instrument (MM-DD-YYYY)	B. Principal Amount	C. Annual Rate of Interest	D. Due Date of Final Installment (MM-DD-YYYY)
07-07-20XX	\$ 60,000	.02375 %	07-07-20XX
	\$	%	
	\$	%	
	\$	%	

And the note evidences a loan to Borrower pursuant to the Commodity Credit Corporation Charter Act, 15 U.S.C. Part 714, seq., and the Farm  
 et seq., and the Farm Storage Facility Loan Program under 7 CFR Part 1436.

Landowner executes this mortgages as consideration to induce the Government's loan to Applicant, to provide additional security for said loan(s) and for  
 the purpose of subjecting the property herein described and owned by them to all of the terms and provisions of this mortgage and the debt secured thereby  
 to the same extent and in the same manner as if the undersigned had joined in executing the note with the Applicant.

And this instrument also secures such future advances necessary for the Government to protect its security which shall include, but not be limited to,  
 advances for payment of real property taxes, special assessments, prior liens, hazard insurance premiums, and costs of repair, maintenance, or  
 improvements,

**3. NOW, THEREFORE,** in consideration of the loan(s), Borrower does hereby grant, bargain, sell, transfer, convey, mortgage, and assign with  
 general warranty unto the Government property situated in the State(s) of (a) Any State,  
 County(ies) of (b) Any County, and described as (c) NW 1/4 Sec 18 Plain Twp,  
10 miles east of Anytown, USA.

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, hereditaments and  
 appurtenances thereunto belonging, the rents, issues and profits thereof and revenues and income therefrom, all improvements and personal property now or  
 later attached thereto or reasonably necessary to the use thereof, and 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, conveyance or condemnation or any part thereof or interest therein - all of which are herein called  
 "the property";

**\*--CCC-193, Real Estate Mortgage for Farm Storage Facility Loan Program and  
CCC-193-D, Farm Storage Facility Loan Deed of Trust for (State of \_\_\_\_ ) (Continued)**

**A Example of CCC-193 (Continued)**

CCC-193 (03-23-12)

Page 2 of 3

**4. TO HAVE AND TO HOLD** the property unto the Government and its assigns forever and in fee simple;

**5. BORROWER** for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns **WARRANTS THE TITLE** to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified herein above, and **COVENANTS AND AGREES** as follows:

- (a) To pay promptly when due any indebtedness to the Government hereby secured.
- (b) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Government.
- (c) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
- (d) The Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any cost and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (e) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. 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 indebtedness to the Government secured thereby, in any order the Government determines.
- (f) To use the loan evidenced by the note solely for purposes authorized by the Government.
- (g) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.
- (h) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.
- (i) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner, comply with such farm conservation practices and farm and home management plans as CCC from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.
- (j) To comply with all laws, ordinances, and regulations affecting the property.
- (k) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorney's fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.
- (l) Except as provided by the Government regulations, neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government.
- (m) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.
- (n) If (1) the interest rate, payment, terms or balance due on the loan is adjusted, (2) the mortgage is increased by an amount equal to deferred interest on the outstanding principal, (3) the maturity of the debt evidenced by the note or any indebtedness to the Government secured by this instrument is extended or deferred or the payments on such debt are renewed and rescheduled, (4) any party who is liable under the note or for the debt is released from liability to the Government, (5) the lien on a portion of the property is released, (6) the lien on the property or any part thereof is subordinated, and/or (7) the Government waives any other of its rights under this instrument, the lien or the priority of this instrument of Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument shall be unaffected unless the Government says 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.
- (o) Default hereunder shall constitute default under any other real estate, or under any personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such security instrument shall constitute default hereunder.

--\*



\*--CCC-193, Real Estate Mortgage for Farm Storage Facility Loan Program and CCC-193-D, Farm Storage Facility Loan Deed of Trust for (State of \_\_\_\_ ) (Continued)

A Example of CCC-193 (Continued)

CCC-193 (03-23-12)

Page 3 of 3

(p) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be discharged in bankruptcy or declared as insolvent or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (1) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (2) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (3) 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, and the Government may foreclose this instrument by court action and sell the property as prescribed by law.

(q) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (1) costs and expenses incident to enforcing or complying with the provisions hereof, (2) any prior liens required by law or a competent court to be so paid, (3) the debt evidenced by the note and all indebtedness to the Government secured hereby, (4) inferior liens of record required by law or a competent court to be so paid, (5) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (6) any balance to Borrower. In 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 or insured by the Government, in the order prescribed above.

(r) 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.

(s) Borrower agrees that the Government will not be bound by any present or future State laws, (1) providing for valuation, appraisal, homestead or exemption of the property, (2) prohibiting maintenance of any action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (3) prescribing any other statute of limitations, (4) allowing any right of redemption or possession following any foreclosure sale, or (5) limiting the conditions which the Government may by regulation impose, including the interest rate 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.

(t) This instrument shall be subject to the present regulations of the Government, and to its future regulations not inconsistent with the express provisions hereof.

(u) The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Government pursuant to applicable regulations of the Government.

(v) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

6. Witness the hand(s) and seal(s) of Borrower this (a) 7th day of (b) July (c) 20XX .

(d) /s/ Bill B. Barnes
Bill B. Barnes
(Borrower's Signature)
(Borrower's Signature)
(Borrower's Signature)

(e) STATE OF Any } ss:
(f) COUNTY OF Any }

ACKNOWLEDGMENT

On this (g) 7th day of (h) July in the year (i) 20XX , before me, the undersigned, a Notary Public in and for said State, personally appeared (j) and (k) 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 on behalf of which the individual(s) acted, execute the instrument.

(SEAL) (l) /s/ Betty Wright
Betty Wright
(Name of Notary Public)

My commission expires (m) 06-11-20XX

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

**\*--CCC-193, Real Estate Mortgage for Farm Storage Facility Loan Program and CCC-193-D, Farm Storage Facility Loan Deed of Trust for (State of \_\_\_\_\_) (Continued)**

**B Example of CCC-193-D**

The following is an example of CCC-193-D.

Mail after recording to (a) Bill Barnes, 51 State Road Anytown, ST 24400

This instrument was prepared by (b) Any County FSA Office

---

**CCC-193-D** U.S. DEPARTMENT OF AGRICULTURE  
(03-23-12) Commodity Credit Corporation

**FARM STORAGE FACILITY LOAN  
DEED OF TRUST FOR (State of West Virginia )**

NOTE: 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 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 for CCC financing under the Farm Storage Facility Loan Program. 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. Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility for CCC financing under the Farm Storage Facility Loan Program.

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.

**1. THIS MORTGAGE** is made and entered into by the undersigned

Landowner(s) (a) Bill B. Barnes residing in  
Any County County, whose post office address is (b) 1400 Private Drive ,  
State, Any State in behalf of Applicant, (c) Kerry M. Barnes  
residing in (d) Any County County, whose post  
office address is (e) 5555 Stellar Road , State, (f) Any State ,  
both together herein called "Borrower," and the Commodity Credit Corporation, a corporate agency of the United States of America  
within the United States Department of Agriculture, herein called the "Government," and:

WHEREAS Borrower is indebted to the Beneficiary as evidenced by one or more promissory notes or assumption  
agreements, herein called "note" which has been executed by the Borrower, contains provisions setting forth the interest rate, is  
payable to the order of the Beneficiary, authorizes acceleration of the entire indebtedness at the option of the Beneficiary upon any  
defaults by the Borrower, and being further described as follows:

(m) Date of Instrument	(n) Principal Amount	(o) Annual Rate of Interest	(p) Due Date of Final Installment
<u>07-15-20XX</u>	<u>\$60,000</u>	<u>.02375</u> %	<u>07-15-20XX</u>

And the note(s) evidences a loan or loans to Borrower pursuant to the Commodity Credit Corporation Charter Act, 15 U.S.C.  
Part 714, *et seq.*, and the Farm Storage Facility Loan Program under 7 CFR Part 1436.

Initial BB Date 07-15-20XX Page 1 of 7

--\*

**\*--CCC-193, Real Estate Mortgage for Farm Storage Facility Loan Program and CCC-193-D, Farm Storage Facility Loan Deed of Trust for (State of \_\_\_\_\_) (Continued)**

**B Example of CCC-193-D (Continued)**

Landowner executes this mortgages as consideration to induce the Government's loan to Applicant, to provide additional security for said loan(s) and for the purpose of subjecting the property herein described and owned by them to all of the terms and provisions of this mortgage and the debt secured thereby to the same extent and in the same manner as if the undersigned had joined in executing the note with the Applicant.

And it is the purpose and intention of this instrument that it shall secure payment of the note as well as such future advances as may be deemed necessary by Beneficiary for Beneficiary to protect its security. Such advances may include, but not be limited to, advances for payment of real property taxes, special assessments, prior liens, hazard insurance premiums, and costs of repair, maintenance, or improvements,

NOW, THEREFORE, in consideration of the loan(s) Borrower grants to Trustee, in trust, with power of sale the following described property situated in the State of (q) Any County or Counties of (r) Any and more particularly described as: (s)

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, hereditaments and appurtenances thereunto belonging, including but not limited to a right of ingress and egress, the rents, issues and profits thereof and revenues and income therefrom, all improvements and personal property now or later erected thereon or attached thereto or reasonably necessary to the use thereof, all water, water rights, water stock, wells, pumps, pumping plants and equipment pertaining thereto, and all payments at any time owing the Borrower by virtue of any sale, lease, transfer, conveyance or condemnation or any part thereof or interest therein - all of which are herein called "the property."

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by Beneficiary, or in the event that Beneficiary should assign this note without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, and (b) in any event and at all time to secure the prompt payment of all advances and expenditures made Beneficiary, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or any supplementary agreement, the provisions of which are hereby incorporated herein and made a part hereon.

BORROWER, for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS the estate claimed and the title thereto unto Trustee for the benefit of Beneficiary against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, COVENANTS AND AGREES as follows:

1. To repay promptly when due the principal together with interest thereon.
2. To pay to Beneficiary such fees and other charges as may now or hereafter be required by regulations of the Beneficiary.
3. If required by Beneficiary, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the property.
4. The Beneficiary may at any time pay any other amounts including advances for payment of prior as well as junior liens, required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for Borrower's account. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
5. All advances by Beneficiary, including advances for payment of prior as well as junior liens, required by the terms of this instrument, with interest shall be immediately due and payable by Borrower to the Beneficiary without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Beneficiary shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or an indebtedness to the Beneficiary secured herein, in any order the Beneficiary determines.
6. To use the loan evidenced by the note solely for purposes authorized by the Government.
7. To pay when due all taxes, liens, judgments, encumbrances and assessments lawfully attaching to or assessed against the property, including charges, and assessments in connection with water, water rights, and water stock pertaining to or reasonably

Initial BB Date 07-15-20XX

CCC-193-D (03-23-12) Page 2 of 7

--\*

**\*--CCC-193, Real Estate Mortgage for Farm Storage Facility Loan Program and  
CCC-193-D, Farm Storage Facility Loan Deed of Trust for (State of \_\_\_\_ ) (Continued)**

**B Example of CCC-193-D (Continued)**

necessary to the use of the real property described above, and promptly deliver to the Beneficiary without demand receipts evidencing such payments.

8. To keep the property insured as required by and under insurance policies approved by Beneficiary and, at its request, deliver such policies to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon the loan or any other indebtedness secured hereby in such order as Beneficiary may determine, or at the Beneficiary's option may be released to Borrower. Such application or release will not cure or waive any default hereunder.

9. To maintain improvements in good repair and make repairs required by the Beneficiary; operate the property in a good and husbandmanlike manner; comply with farm conservation practices as the Beneficiary may from time to time prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Beneficiary, cut remove, or lease any timber, gravel, oil, gas, coal or other minerals except as may be necessary for ordinary domestic purposes.

10. To comply with all laws, ordinances, and regulations affecting the property.

11. To pay or reimburse Beneficiary and Trustee for expenses incurred by either that were reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default) including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorney's fees, trustee's fees, court costs and expenses of advertising, selling and conveying the property.

12. Except as otherwise provided by regulations of the Beneficiary, neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred or encumbered, voluntarily or otherwise, without the written consent of Beneficiary.

13. At all reasonable times the Beneficiary and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

14. If (a) the interest rate, payment, terms or balance due on the loan is adjusted, (b) the deed of trust is increased by an amount equal to deferred interest on the outstanding principal, (c) the maturity of the debt evidenced by the note or any indebtedness to Beneficiary secured by this instrument is extended or deferred or the payments on such debt are renewed and rescheduled, (d) any party who is liable under the note or for the debt is released from liability to Beneficiary, (e) the lien on a portion of the property is released, (f) the lien on the property or any part thereof is subordinated, and/or (g) Beneficiary waives any other of its rights under this instrument, the lien or the priority of this instrument of Borrower's or any other party's liability to Beneficiary for payment of the note or debt secured by this instrument shall be unaffected unless Beneficiary says otherwise in writing. **HOWEVER**, any forbearance by Borrower whether once or often-in-exercising any right or remedy under this instrument, or otherwise affected by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

15. Default hereunder may constitute default under any other real estate, or under any personal property or other security instrument held by Beneficiary and executed or assumed by Borrower, and any default under such other security instrument may constitute default hereunder.

16. **SHOULD DEFAULT** occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower(s) die or be declared incompetent, or should any of the parties named as Borrower(s) be discharged in bankruptcy or declared an insolvent, or make an assignment for the benefit of its creditors, Beneficiary, at its option, with or without notice, may: (a) declare the entire amount unpaid under the and any indebtedness to Beneficiary hereby secured immediately due and payable; (b) for the account of Borrower incur and pay reasonable expenses for repair or 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 power of receivers in like cases; (d) without prior hearing authorize and request Trustee to foreclose this instrument and to sell the property as provided by law; and (e) bring an action to foreclose this instrument, obtain a deficiency judgment, or enforce any other remedy provided by law.

17. At the request of Beneficiary, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of Beneficiary, notice of such sale to be served on Borrower by registered or certified mail, return receipt requested, no less than ten days prior to the date of the hearing as required by NCGSA § 45-21.16 (or as otherwise permitted by law); such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale; and at such sale Beneficiary and its agents may bid and purchase as a stranger; Trustee at Trustee's

Initial BB Date 07-15-20XX

CCC-193-D (03-23-12) Page 3 of 7

--\*

**\*--CCC-193, Real Estate Mortgage for Farm Storage Facility Loan Program and  
CCC-193-D, Farm Storage Facility Loan Deed of Trust for (State of \_\_\_\_ ) (Continued)**

**B Example of CCC-193-D (Continued)**

option may conduct such sale without being personally present through Trustee's delegate authorized by Trustee for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through Trustee's delegate duly authorized in accordance herewith.

18. The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing of complying with this instrument; (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 Beneficiary secured hereby; (d) inferior liens of record required by law or a competent court to be so paid; (e) at option of Beneficiary, payment made be made to any other indebtedness of Borrower owing to Beneficiary; and (f) any balance remaining to Borrower. In case Beneficiary is the successful bidder at foreclosure or other sale of all or any part of the property, Beneficiary may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to Beneficiary in the order prescribed above.

19. 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 by law.

20. Borrower agrees that Beneficiary will not be bound by any present or future State laws: (a) providing for homestead or exemption of the property; (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within 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 be regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to the new Borrower. Borrower expressly waives the benefit of any such State laws.

21. This instrument shall be subject to the present regulations of Beneficiary, and to its future regulations not inconsistent with the express provisions hereof.

22. Notices given hereunder shall be sent by certified mail unless otherwise required by law, and addressed, unless and until some other address is designated to the parties hereto at their address given above.

23. Upon full and final payment of all indebtedness hereby secured and the performance and discharge of each and every condition, agreement and obligation, contingent or otherwise, contained herein or secured hereby, Beneficiary shall request Trustee to execute and deliver to Borrower at the above post office address a full reconveyance of the property within 60 days after written demand by Borrower and Borrower hereby waives the benefits of all laws requiring earlier execution or delivery of such reconveyance.

24. Borrower further agrees that he will remain in compliance with the provisions of 7 CFR 1436.5(a)(7) or successor regulation pertaining to highly erodible land and wetlands conservation provisions.

25. Beneficiary and its assigns, without notice and without specifying any reason therefore, may appoint a Substitute Trustee in place and stead of Trustee named herein, by filing for record in the office where this instrument is recorded an instrument of appointment. The Substitute Trustee may or may not be an employee of Beneficiary. Upon such filing, all the estates, rights, powers, and trusts granted to Trustee shall transfer to the Substitute Trustee. Any right to notice of substitution and bond from any trustee are hereby waived.

26. As additional security, Borrower hereby agrees that the assignment of leases and rents in this instrument is immediately effective on the recording of this instrument. Upon default, the Borrower will receive any rents in trust for Beneficiary, and Borrower will not commingle the rents with any other funds. Any amounts collected shall be applied at Beneficiary's discretion first to costs of managing, protecting and preserving the property, and to any other necessary related expenses. Any remaining amounts shall be applied to reduce the debt evidenced by the note(s). Borrower agrees that Beneficiary may demand that Borrower and Borrower's tenants pay all rents due or to become due directly to Beneficiary if the Borrower defaults and Beneficiary notifies Borrower of the default. Upon such notice, Borrower will endorse and deliver to Beneficiary any payments of rents. If the Borrower becomes subject to a bankruptcy, then Borrower agrees that Beneficiary is entitled to receive relief from the automatic stay in bankruptcy for the purpose of enforcing this assignment.

27. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Beneficiary pursuant to applicable regulations of Beneficiary.

Initial BB Date 07-15-20XX

CCC-193-D (03-23-12) Page 4 of 7

--\*

**\*--CCC-193, Real Estate Mortgage for Farm Storage Facility Loan Program and CCC-193-D, Farm Storage Facility Loan Deed of Trust for (State of \_\_\_\_ ) (Continued)**

**B Example of CCC-193-D (Continued)**

28. If any portion of this instrument or application thereof to any person or circumstance is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

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.

\_\_\_\_\_(SEAL) \_\_\_\_\_(SEAL)  
(t) (u)

\_\_\_\_\_(SEAL) \_\_\_\_\_(SEAL)  
(v) (w)

**29. ACKNOWLEDGMENT**

STATE OF (a) \_\_\_\_\_ }  
COUNTY OF (b) \_\_\_\_\_ } ss. (Individual)

On this (c) \_\_\_\_\_ day of (d) \_\_\_\_\_, before me personally appeared (e) \_\_\_\_\_ and (f) \_\_\_\_\_ to be known to me to be the same person(s) whose name is subscribed to the foregoing instrument, and acknowledged that (he or she) signed and delivered the instrument as (his or her) free and voluntary act, for the uses and purposes set forth.

(g) (SEAL) \_\_\_\_\_  
(h) NOTARY PUBLIC

My commission expires: (i) \_\_\_\_\_

The foregoing certificate(s) of (j) \_\_\_\_\_

is (are) certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of (k) \_\_\_\_\_ County, (STATE of (l) \_\_\_\_\_) in Book (m) \_\_\_\_\_ Page (n) \_\_\_\_\_.

This (o) \_\_\_\_\_ day of (p) \_\_\_\_\_, A.D., (q) \_\_\_\_\_ at (r) \_\_\_\_\_ o'clock (s) \_\_\_\_\_ .M.

(t) \_\_\_\_\_ By (u) \_\_\_\_\_  
Register of Deeds Deputy/Assistant Register of Deeds

*The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.*

Note: Pages 6 and 7 applies to entities only and will not be recorded for individuals.

--\*

**\*--CCC-193, Real Estate Mortgage for Farm Storage Facility Loan Program and CCC-193-D, Farm Storage Facility Loan Deed of Trust for (State of \_\_\_\_ ) (Continued)**

**B Example of CCC-193-D (Continued)**

30. ACKNOWLEDGMENT

STATE OF (a) \_\_\_\_\_ }  
COUNTY OF (b) \_\_\_\_\_ } ss. (Corporation)

The foregoing instrument was acknowledged before me this (c) \_\_\_\_\_ day of (d) \_\_\_\_\_, by (e) \_\_\_\_\_, President and (f) \_\_\_\_\_, Secretary of (g) \_\_\_\_\_, a (h) \_\_\_\_\_ corporation, on behalf of the corporation.

(i) (SEAL) \_\_\_\_\_  
(j) \_\_\_\_\_  
NOTARY PUBLIC

My commission expires: (k) \_\_\_\_\_

The foregoing certificate(s) of (l) \_\_\_\_\_ is (are) certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of (m) \_\_\_\_\_ County, (STATE of (n) \_\_\_\_\_) in Book (o) \_\_\_\_\_ Page (p) \_\_\_\_\_.

This (q) \_\_\_\_\_ day of (r) \_\_\_\_\_, A.D., (s) \_\_\_\_\_ at (t) \_\_\_\_\_ o'clock (u) \_\_\_\_\_ M.

(v) \_\_\_\_\_ By (w) \_\_\_\_\_  
Register of Deeds Deputy/Assistant Register of Deeds

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Initial BB Date 07-15-20XX CCC-193-D (03-23-12) Page 6 of 7

--\*

**\*--CCC-193, Real Estate Mortgage for Farm Storage Facility Loan Program and CCC-193-D, Farm Storage Facility Loan Deed of Trust for (State of \_\_\_\_ ) (Continued)**

**B Example of CCC-193-D (Continued)**

**31. ACKNOWLEDGMENT**

STATE OF (a) \_\_\_\_\_ }  
COUNTY OF (b) \_\_\_\_\_ } ss. (Partnership)

The foregoing instrument was acknowledged before me this (c) \_\_\_\_\_ day of (d) \_\_\_\_\_, by (e) \_\_\_\_\_, Partners on behalf of the (f) \_\_\_\_\_ a (g) \_\_\_\_\_ partnership.

(h) (SEAL) \_\_\_\_\_  
(i) \_\_\_\_\_  
NOTARY PUBLIC

My commission expires: (j) \_\_\_\_\_

The foregoing certificate(s) of (k) \_\_\_\_\_ is (are) certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of (l) \_\_\_\_\_ County, (STATE of (m) \_\_\_\_\_) in Book (n) \_\_\_\_\_ Page (o) \_\_\_\_\_.

This (p) \_\_\_\_\_ day of (q) \_\_\_\_\_, A.D., (r) \_\_\_\_\_ at (s) \_\_\_\_\_ o'clock (t) \_\_\_\_\_ M.

(u) \_\_\_\_\_ Register of Deeds By (v) \_\_\_\_\_ Deputy/Assistant Register of Deeds

*The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.*

Initial BB Date 07-15-20XX CCC-193-D (03-23-12) Page 7 of 7

--\*



**CCC-194, Farm Storage Facility Loan Subordination Agreement**

**A Completing CCC-194**

CCC-194 shall be completed according to the following instructions.

<b>Item</b>	<b>Instructions</b>
1	Enter borrower's name and address.
2	Enter borrower's telephone number, including area code.
3(a)	Enter borrower's name.
3(b)	Enter county where the facility will be located.
3(c)	Enter State where the facility will be located.
4	Enter complete real estate description as it is shown on the real estate mortgage.
5(a)	Enter number or name of the book that recorded the Real Estate Mortgage or security instrument.
5(b)	Enter page number of the book identified in item 5(a).
6(a), (b), & (c)	Enter day, month, and year CCC-194 is executed.
6(d)	Lienholders shall sign.
6(e) – (m)	To be completed by the notary witnessing signatures in item 6(d).

CCC-194, Farm Storage Facility Loan Subordination Agreement (Continued)

B Example of CCC-194

The following is an example of CCC-194.

\*--

<p>This form is available electronically.  <b>CCC-194</b>          (03-23-12)</p>		<p>U.S. DEPARTMENT OF AGRICULTURE          Commodity Credit Corporation</p>	
<p><b>FARM STORAGE FACILITY LOAN SUBORDINATION AGREEMENT          (LIEN ON REAL PROPERTY)</b></p>			
<p><b>NOTE:</b> <i>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 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 for CCC financing under the Farm Storage Facility Loan Program. 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. Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility for CCC financing under the Farm Storage Facility Loan Program.</i></p> <p><i>This information collection is exempted from the Paperwork Reduction Act, as it is required for administration of the Food, Conservation, and Energy Act of 2008 *(see Pub. L. 110-246, Title I, Subtitle F - Administration).</i></p> <p><i>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.</i></p>			
<p>1. BORROWER'S NAME AND ADDRESS (Including ZIP Code)          John Clark          Mary Clark          282 East Road          Pleasantville, ST 99809</p>		<p>2. BORROWER'S TELEPHONE NUMBER (Including Area Code)             123-456-7890</p>	
<p>3. WHEREAS, (a) <u>John and Mary Clark</u> (hereinafter called the "Borrower"), has applied to Commodity Credit Corporation (hereinafter called "CCC"), an agency of the United States for a loan for the purpose of erecting or constructing a storage facility on premises situated in the County of (b) <u>Jones</u>, State of (c) <u>State Name</u>.</p>			
<p>4. WHEREAS, the making of such a loan by CCC is conditioned upon the Borrower conveying to CCC a <input type="checkbox"/> first lien or <input type="checkbox"/> second lien on the following described real estate:          SW 1/4 Sec. Cook Twp.</p>			

--\*

CCC-194, Farm Storage Facility Loan Subordination Agreement (Continued)

B Example of CCC-194 (Continued)

\*--

<b>CCC-194</b> (03-23-12)	Page 2
<p><b>4. WHEREAS</b>, (Continued from Page 1)</p>	
<p><b>5. WHEREAS</b>, the undersigned is owner and holder of a certain real estate mortgage, deed of trust, or other security instrument on the premises, where such interest is recorded in Book (a) <u>253</u>, Page (b) <u>491</u>, of said county and State;</p> <p>Now, therefore, in consideration of CCC making such loan, the undersigned agrees to and does hereby subordinate its lien on the above described real estate to any mortgage, deed of trust, or other security instrument executed or to be executed by the Borrower in favor of CCC, concerning the above described real estate and the facility located thereon, and to the right of ingress and egress to and from the site.</p>	
<p><b>6. IN WITNESS WHEREOF</b>, the undersigned have executed these presents this (a) <u>11</u> day of (b) <u>February</u> (c) <u>20XX</u>.</p> <p style="text-align: right;">(Month) (Year)</p>	
<p>(d) _____ (SEAL)</p> <p style="margin-left: 100px;">for First National Bank (Lienholder's Signature)</p> <p>_____ (SEAL)</p> <p style="margin-left: 100px;">(Lienholder's Signature)</p> <p>_____ (SEAL)</p> <p style="margin-left: 100px;">(Lienholder's Signature)</p>	
<p>(e) <b>STATE OF</b> _____ State Name</p> <p>(f) <b>COUNTY OF</b> <u>Jones</u></p>	<p style="font-size: 2em; font-weight: bold;">}</p> <p style="font-weight: bold;">ss. <b>ACKNOWLEDGMENT</b></p>
<p>Oh this (g) <u>13th</u> day of (h) <u>February</u> in the year (i) <u>20XX</u>, before me, the undersigned, a Notary Public in and for said State, personally appeared (j) <u>John Jones</u> and (k) _____, 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, and or they executed the same in his, her and or their capacity or capacities, and that by his, her, and or their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, execute the instrument.</p>	
<p>(SEAL) (l) <u>Jane Doe</u></p> <p style="margin-left: 100px;">(Name of Notary Public)</p> <p>My commission expires on (m) <u>06-01-20XX</u> (MM-DD-YYYY)</p>	
<p><small>The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).</small></p> <p><small>To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.</small></p>	

--\*



**CCC-295B, Farm Storage Facility Loan Program Annual Inspection Record**

**A Completing CCC-295B**

CCC-295B shall be completed according to the following instructions.

<b>Item</b>	<b>Instructions</b>
1	Enter borrower's name, address (including ZIP Code), and telephone number.
2	Enter loan number, such as "2007/00005".  <b>Note:</b> If both a partial and final disbursement were made on the same structure, only one CCC-295B is needed each year of FSFL and both FSFL numbers are to be entered.
3 - 9	Answer the question by checking "Yes" or "No". If "No", explain deficiencies and corrective action needed in remarks.
10	If additional space is needed to record remarks for items 3 through 9, identify the item number and enter additional remarks.
11	The FSA Agency official inspecting the facility shall sign and enter their title and the date of inspection.

A new CCC-295B is needed for the FSFL inspection each year. According to subparagraph 163 A, for some FSFL's depending on the FSFL year, only items 1, 2, 5, 6, 7, 8, 9, and 11 are required to be completed.

**CCC-295B, Farm Storage Facility Loan Program Annual Inspection Record (Continued)**

**B Example of CCC-295B**

The following is an example of CCC-295B.

\*--

<b>This form is available electronically.</b>				
<b>CCC-295B</b> (03-23-12)		U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation		
<b>FARM STORAGE FACILITY LOAN PROGRAM ANNUAL INSPECTION RECORD</b>				
<b>BORROWER INFORMATION</b>				
1A. Borrower's Name and Address (Including Zip Code) John Clark 292 East Road Plesantville, FL 99809			2. Loan Number  2011/00001	
1B. Borrower's Telephone Number (Including Area Code): 123-456-7890				
<b>INSTRUCTIONS: Review each item below. If "NO", explain deficiencies and corrective action needed in remarks.</b>				
<b>REQUIRED ANNUAL INSPECTIONS</b>	<b>YES</b>	<b>NO</b>	<b>INSPECTION YEAR</b>	<b>REMARKS</b>
3. Legal access to site?	X		2012	
4. Proper facility maintenance?	X		2012	
5. Structural Insurance – Is CCC listed as loss payee?	X		2012	
6. Flood Insurance – Is CCC listed as loss payee?	NA		2012	Structure not located in a flood plain.
7. Crop Insurance – Are all applicable crops insured?	X		2012	
8. Proof of real estate taxes paid?	X		2012	Current through January 2013.
9. Is CCC financing statement current?	X		2012	Filed on 10-3-2011 and still current.
10. Additional Remarks: (Indicate item number and inspection year for each remark.)				
11A. Signature of Agency Official Inspecting Facility  <i>/s/Michael Wilson</i>			11B. Title  CED	11C. Date of Inspection (MM-DD-YYYY)  03-01-20XX
<small>The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).</small>				
<small>To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.</small>				

--\*