

RECORDED & ENTERED
BOOK 634 PAGE
Mortgages 780
2015 NOV 10 PM 3:47

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Lucia Kopals
REGISTER OF DEEDS
PLATTE COUNTY, NE

Fee \$16.00
Will call-TRI-County Title
& Escrow Co.

Columbus, NE 68602-1185
PO Box 1185
1464 27th Avenue
Tri-County Title & Escrow

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PO Box 1185
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Form Approved - OMB No. 0560-0237
(See Page 2 for Privacy Act and Public Burden Statements)

FSA-2319 (01-11-12)	U.S. DEPARTMENT OF AGRICULTURE Farm Service Agency	Position 5
AGREEMENT WITH PRIOR LIENHOLDER		

1. WHEREAS (a) Pinnacle Bank
(Mortgagee) is the holder of a certain (b) Deed of Trust
(Security Instrument) recorded in Book No. (c) 634 Page (d) 725
of the (e) Real Estate Records of (f) Platte
County; (g) _____

2. WHEREAS Zachariah T. Czarnick, a single person

(Mortgagor) is the owner of certain real estate described in the above listed security instrument; and

3. WHEREAS, Mortgagor has applied to the United States of America, United States Department of Agriculture, acting through the Farm Service Agency (Government), for a loan to be secured by a mortgage, deed of trust, or other security instrument that will be subject to the Security Instrument held by or the benefit of Mortgagee;

4. THEREFORE, in consideration of the making of the loan by the Government, Mortgagee, for Mortgagee's self, heirs, executors, administrators, successors, and assigns does hereby agree:

(a) That, if not required under State law, foreclosure proceedings will not begin unless the Government is provided prior written notice by certified mail not later than the date the notice to cure is provided to the borrower.
This notice will be sent to the following address:

USDA, Farm Service Agency
3276 53rd Avenue
Columbus NE 68601

(b) That the Government may, at its option cure any monetary default by paying the amount of the Mortgagor's delinquent payments to the Mortgagee, or pay the obligation in full and the Mortgagee will assign the lien to the Government including any provisions for borrower rights.

(c) That to the extent the Security Instrument secures future advances, which have priority over the Government's security instrument, no advances for purposes other than taxes, insurance or payment on other prior liens will be made under any future advance feature of the Mortgagee's Security Instrument without the written consent of the Government; and

(d) That this agreement includes consent to the Government for making loans and taking the related mortgage notwithstanding any provision of the Mortgage which prohibits a loan or mortgage without the Mortgagee's consent.

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