

Date of Note	Amount of Note
Effective Date of Agreement	

**PAYMENT ASSISTANCE/DEFERRED MORTGAGE
ASSISTANCE AGREEMENT**

Type of Agreement
1 [] New 2 [] Renewal 3 [] Corrected
Loan Number

Payment Plan Annual Monthly Deferred

1. This agreement between the United States of America, acting through the Rural Housing Service ("RHS") (and any successor) pursuant to section 521 of the Housing Act of 1949, (called "the Government") and the borrower whose name appears below (called the "borrower") supplements promissory notes or assumption agreements (called "the note", whether one or more) from borrower to the Government as described above.

2. ADJUSTED FAMILY INCOME LIMITS FOR _____ AS OF _____ Very low: \$ ____ Low: \$ _____ Moderate \$ _____ Median: \$ ____

3. HOUSEHOLD AND INCOME INFORMATION - To be completed by the borrower. Complete the following for all borrowers and all adult members of the household who will receive income.

Planned Income
Next 12 months

Name	Age	Wages	Other	Names and addresses of sources of income

Number of dependents (not including foster children) residing in the dwelling _____

Annual real estate taxes _____ Annual property insurance premium _____

SIGNATURES OF BORROWERS: I certify that household and financial information submitted to Rural Housing Service on this form is correct to the best of my knowledge and I have read and understood the requirements and conditions on the second page of this agreement.

NOTICE: Failure to disclose accurate and truthful financial information may result in the termination of program assistance currently being received, the denial of future program assistance, and the denial of assistance under other federal programs.

WARNING: Section 1001 of title 18, United States Code provides: "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 document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Date	Borrower	Borrower
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4. INCOME AND PAYMENT CALCULATIONS - To be completed by RHS official or designee.

Total annual income _____	Monthly installment based on equivalent rate of interest _____	Adjusted income x 22% ÷ 12 = _____
Deductions _____	Monthly real estate tax payment _____	Adjusted income x 24% ÷ 12 = _____
Adjusted annual income _____	Monthly property insurance payment _____	Adjusted income x 26% ÷ 12 = _____
_____	Total PITI based on equivalent rate of interest _____	Monthly note rate installment _____
_____		Monthly payment _____
Adjusted annual income equals _____ % of median income	Equivalent rate of interest is _____ %	Monthly payment assistance _____

5. Subject to the provisions of this agreement, the borrower will pay _____ dollars per month for 12 months beginning _____. This agreement may be revised or canceled as provided by the conditions listed on page 2 of this form.

NOTE: In accordance with the provisions of Form RD 1951-37, "Delinquency Workout Agreement" or other agreement, the borrowers' required payment will be \$ _____ rather than the amount shown above.

Date Approved _____

United States Department of Agriculture
Rural Housing Service

Title: _____

By: _____

RETURN TO:

Public reporting burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Agriculture, Clearance Officer, OIRM, STOP 7602, 1400 Independence Avenue, S.W., Washington, D.C. 20250-7602. Please DO NOT RETURN this form to this address. Forward to the local USDA office only. You are not required to respond to this collection of information unless it displays a currently valid OMB control number.

6. DEFERRED PAYMENT CALCULATIONS

Date of initial Deferred Payment Agreement: _____

Annual note payment at 1%	\$ _____	Total repayment income x 29 percent = \$ _____
Annual real estate taxes []	\$ _____	
Annual property insurance	\$ _____	Monthly deferred payment \$ _____
Annual PITI	\$ _____	Monthly deferred subsidy \$ _____

7. As requested by the Government, the borrower will submit to the Government, in a form prescribed or approved by it, a statement of the borrower's total annual income and expenses for the previous calendar year or other designated periods.

8. The Government may review the borrower's annual income and expenses during the term of this agreement and, in accordance with its regulations, may increase, decrease, or cancel any amount of payment assistance or deferred mortgage assistance granted under this agreement. The Government may also determine whether to offer a new agreement for the succeeding year or other selected period following the period covered by this agreement.

9. At its option, the Government may terminate this agreement at any time it determines that:

- a. The borrower has defaulted under any terms or conditions of this agreement, the note, or any instrument securing the borrower's loan.
- b. The borrower has never occupied the dwelling and RHS will not continue the loan.
- c. The borrower has ceased to occupy the dwelling.
- d. The property securing the loan has been sold or the title transferred without the Government's consent or approval.
- e. The borrower is no longer eligible for payment assistance or deferred mortgage assistance.

10. The recapture of deferred mortgage will be considered at the same time payment assistance recapture is computed. Deferred payments cannot be granted after 15 years from the effective date of the initial payment assistance agreement. All deferred payments outstanding at the time the property is sold or title transferred are subject to recapture.

11. The Government may amend or cancel the agreement and collect any amount of reduction granted which resulted from incomplete or inaccurate information, an error in computation, or any other reasons which resulted in payment assistance or deferred mortgage assistance that the borrower was not entitled to receive.

12. Upon the failure of the borrower to make the payments prescribed in this agreement, the Government, at its option and subject to its regulations, the note and any instrument securing the borrower's loan, may declare the entire indebtedness due to the Government immediately due and payable.

13. No terms or conditions of the note or any related security instrument, other than the amount of payment or the payment plan, shall be affected by this agreement.

14. This agreement is subject to the present regulations of RHS (and any successor) and to its future regulations not inconsistent with the express provisions of this agreement.

15. For loans approved or assumed on or after October 1, 1979, any subsidy granted as a result of this agreement shall be subject to recapture by the Government when the property securing the loan is sold, title to it is transferred, or when it is no longer occupied by the borrower.

16. If the decision contained in this form results in denial, reduction, or cancellation of RHS assistance, the borrower may appeal this decision and have a hearing before the National Appeals Division of the Department of Agriculture and prior to such hearing may request an informal RHS review of this decision by contacting the RHS Loan Service Center at 1-800-414-1226.

NOTICE TO APPLICANT REGARDING PRIVACY ACT INFORMATION

The information requested on this form is authorized to be collected by the Rural Housing Service (RHS), Rural Business-Cooperative Services (RBS), Rural Utilities Service (RUS) or the Farm Service Agency (FSA) ("the agency") by title V of the Housing Act of 1949, as amended (42 U.S.C. 1471 et seq.) or by the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) or by other laws administered by RHS, RBS, RUS or FSA.

Disclosure of information requested is voluntary. However, failure to disclose certain items of information requested, including your Social Security Number or Federal Identification Number, may result in a delay in the processing of an application or its rejection. Information provided may be used outside of the agency for the following purposes:

1. When a record on its face, or in conjunction with other records, indicates a violation or potential violation of law, whether civil, criminal or regulatory in nature, and whether arising by general statute or particular program statute, or by regulation, rule, or order issued pursuant thereto, disclosure may be made to the appropriate agency, whether Federal, foreign, state, local, or tribal, or other public authority responsible for enforcing, investigating or prosecuting such violation or charged with enforcing or implementing the statute, or rule, regulation, or order issued pursuant thereto, if the information disclosed is relevant to any enforcement, regulatory, investigative, or prosecutive responsibility of the receiving entity.
2. A record from this system of records may be disclosed to a Member of Congress or to a Congressional staff member in response to an inquiry of the Congressional office made at the written request of the constituent about whom the record is maintained.
3. Disclosures may be made of names, home addresses, social security numbers, and financial information to business firms in a trade area that buy chattel or crops or sell them for commission. This is in order that the agency may benefit from the purchaser notification provisions of section 1324 of the Food Security Act of 1985 (7 U.S.C. 163(c)). The Act requires that potential purchases of farm commodities must be advised ahead of time that a lien exists in order for the creditor to perfect its lien against such purchases.
4. Disclosures may be made from this system to consumer reporting agencies as defined in the Fair Credit Reporting Act (15 U.S.C. 1681a(f)) or the Federal Claims Collection Act (31 U.S.C. 3701(a)(3)).
5. Disclosure of the name, home address, and information concerning default on loan repayment when the default involves a security interest in tribal allotted or trust land. Pursuant to 42 U.S.C. 1479(d), liquidation may be pursued only after offering to transfer the account to an eligible tribal member, the tribe, or the Indian Housing Authority serving the tribe(s).
6. Referral of names, home addresses, social security numbers, and financial information to a collection or servicing contractor, financial institution, or a local, State, or Federal agency, when the agency determines such referral is appropriate for servicing or collecting the borrower's account or has provided for in contracts with servicing or collection agencies.
7. It shall be a routine use of the records in this system of records to disclose them in a proceeding before a court or adjudicative body, when: (a) the agency or any component thereof; or (b) any employee of the agency in his or her official capacity; or (c) any employee of the agency in his or her individual capacity where the agency has agreed to represent the employee; or (d) the United States is a party to litigation or has an interest in such litigation, and by careful review, the agency determines that the records are both relevant and necessary to the litigation, provided; however, that in each case, the agency determines that disclosure of the records is a use of the information contained in the records that is compatible with the purpose for which the agency collected the records.
8. Referral of name, home address, and financial information for selected borrowers to financial consultants, advisors, lending institutions, packagers, agents, and private or commercial credit sources, when the agency determines such referral is appropriate to encourage the borrower to refinance their RHS indebtedness as required by title V of the Housing Act of 1949, as amended (42 U.S.C. 1471).
9. Referral of legally enforceable debts to the Department of the Treasury, Internal Revenue Service (IRS), to be offset against any tax refund that may become due the debtor for the tax year in which the referral is made, in accordance with the IRS regulations and under the authority contained in 31 U.S.C. 3720A.
10. Referral of information regarding indebtedness to the Defense Manpower Data Center, Department of Defense, and the United States Postal Service for the purpose of conducting computer matching programs to identify and locate individuals receiving, Federal salary or benefit payments and who are delinquent in their repayment of debts owed to the U. S. Government under certain programs administered by the agency in order to collect debt under the provisions of the Debt Collection Act of 1982 (5 U.S.C. 5514) by voluntary repayment, administrative or salary offset procedures, or by collection agencies.
11. Referral of names, home addresses, and financial information to lending institutions when the agency determines the individual may be financially capable of qualifying for credit with or without a guarantee.
12. Disclosure of names, home addresses, social security numbers, and financial information to lending institutions that have a lien against the same property as the agency for the purpose of the collection of the debt by the agency or the other lender. These loans can be under the direct and guaranteed loan programs.
13. Referral to private attorneys under contract with either the agency or with the Department of Justice for the purpose of foreclosure and possession actions and collection of past due accounts. In connection with the agency.
14. It shall be a routine use of the records in this system of records to disclose them to the Department of Justice when: (a) The agency or any component thereof; or (b) any employee of the agency in his or her official capacity where the Department of Justice has agreed to represent the employee; or (c) the United States Government, is a party to litigation or has an interest in such litigation, and by careful review, the agency determines that the records are both relevant and necessary to the litigation and the use of such records by the Department of Justice is therefore deemed by the agency to be for a purpose that is compatible with the purpose for which the agency collected the records.
15. Referral of names, home addresses, social security numbers, and financial information to the Department of Housing and Urban Development (HUD) as a record of location utilized by Federal agencies for an automatic credit prescreening system.
16. Referral of names, home addresses, social security numbers, and financial information to the Department of Labor, state wage information collection agencies, and other Federal, state, and local agencies, as well as those responsible for verifying information furnished to qualify for Federal benefits, to conduct wage and benefit matching through manual or automated means, for the purpose of determining compliance with Federal regulations and appropriate servicing actions against those not entitled to program benefits, including possible recovery of improper benefits.
17. Referral of names, home addresses, and financial information to financial consultants, advisors, or underwriters, when the agency determines such referral is appropriate for developing packaging and marketing strategies involving the sale of agency loan assets.