Form FmHA 455-3
(Rev. 9-85)

Position 1

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

AGREEMENT FOR SALE BY BORROWER
(Chattels and/or Real Estate)

THIS AGREEMENT is made this _____ day of _____, 19____, between the undersigned Borrower (one or more), the undersigned Lienholders (including the United States of America, called the Government), and the undersigned Clerk of the sale (if a public sale).

The Borrower is indebted for loans or advances owed to a or insured by the Lienholders, which debt or insurance obligations are secured in whole or in part by liens on property described below and

the Borrower desires to sell the property described below in the Borrower's own name, with the understanding that all of the sale proceeds will be distributed as provided in this agreement;

THEREFORE, it is mutually agreed by the parties that:

☐ The Borrower will sell the following-described property at public auction to the highest bidder for cash on the _____

day of _____, 19____, at _____ m., on the Borrower's premises,

or at _____

(Give detailed and itemized description of property)

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Used by County Supervisors to authorize borrowers to liquidate security.

(see reverse)

PROCEDURE FOR PREPARATION : FmHA Instructions 465.1 and 1962-A.

PREPARED BY : County Supervisor.

NUMBER OF COPIES : Original and two, plus copy for each lienholder.

SIGNATURES REQUIRED : All copies by Borrower, Clerk of Sale or other person receiving proceeds of sale, all lienholders, and County Supervisor.

DISTRIBUTION OF COPIES : Original to County Office; Copy to Clerk of Sale; Copy to borrower; Additional Copies for other lienors, if any.

The Borrower will give the following public notice of sale:

☐ The Borrower will sell the following-described property by private sale for the price listed next to each piece of property.

1. The Borrower warrants that the property described above is free of all liens or encumbrances except:

Lien Date	*Name of Lienholder*	*Type of Lien*	*Property Description*	*Unpaid Principal*	**Unpaid Interest*	*Daily Interest Accrual*

2. The FmHA debt is all immediately due and payable upon the signing of this form by the Borrower and the FmHA representative.

*Accrued to date of this agreement.

3. Lienholders agree, jointly and severally, that the above-described claims are the only claims they have against the property described above.

4. Borrower assigns to Lienholders, to extent of their interests, until the debts owed to or insured by them are fully paid: (a) proceeds of the sale after expenses of sale and prior liens, if any, are paid, and (b) any claim Borrower may have against any purchaser at sale for purchase price. Lienholders do not waive or release their existing liens on the property or proceeds, but do agree to release their liens on the property or proceeds if the sale is held and the sale proceeds are disbursed strictly in accordance with this agreement, until such disbursement is made the Lienholders' liens shall attach to or remain against the proceeds of the sale.

5. Any Cleck of Sale or other person signing this agreement, who may receive the proceeds of the sale, agrees to keep an itemized list of purchasers and sale prices, and supply a copy of such list to any party to this agreement who requests it, and agrees to hold the proceeds of the sale in trust for the purposes of this agreement and to distribute such proceeds promptly to the parties entitled them, as provided below on demand.

6. Nothing contained in this agreement shall be construed to release Borrower from liability for any deficiency owing to or insured by Lienholders after application of proceeds as provided in this agreement.

7. Lienholders agree that sale shall be held, that proceeds shall be applied in accordance with the provisions of this agreement, and that they will execute and deliver to Borrower and any purchaser at sale releases of their liens on property sold: and further agree that if they fail to execute or deliver such releases, the Government may do so as their agent.

8. The words "Borrower", "Lienholders", and "Clerk" shall be construed to include their respective heirs, successors, administrators, executors, assigns, agents, and principals.

9. Sale proceeds shall be disbursed as follows:

First. Expenses of conducting the sale, including any costs of advertising and search of lien records, or repayment to the Government of any such expenses paid or incurred by it.

Second. Expenses of cultivating, harvesting, protecting, preserving, transporting, custody, care, storage, and any tests or inspections required by law, of the property, or repayment to the Government of any such expenses paid or incurred by it.

Third. Secured claims in the order of their priority.

Fourth. Any other debts of Borrower owed to or insured by the Government, which are unsecured or are secured by liens on other property.

Fifth. The balance, if any, to the Borrower.

IN WITNESS WHEREOF, the parties to this agreement agree that it will be effective the day and year first written above.

Clerk	*Borrower*
	Borrower

LIENHOLDERS

UNITED STATES OF AMERICA,

By _____ _____

Title _____ _____

Farmers Home Administration,
United States Department of Agriculture

_____ _____

_____ _____

_____ _____

(Borrower's mailing address) *(County)* *(State, Zip Code)*