

Recorded: 6/10/2024 at 1:17:02.0 PM
County Recording Fee: \$12.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$15.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2024 PG: 1269

Prepared by: Lisa K. Willenbring and

Form Approved – OMB No. 0560-0237

Return to: Lisa Willenbring at Dubuque County Farm Service Agency

Expiration Date: 12/31/2025

210 Bierman Rd., Epworth, IA 52045 563-876-3328 (See Page 2 for Privacy Act and Public Burden Statements)

FSA-2319
(10-13-22)

U.S. DEPARTMENT OF AGRICULTURE
Farm Service Agency

Position 5

AGREEMENT WITH PRIOR LIENHOLDER

1. **WHEREAS** (a) Fidelity Bank & Trust

110 1st Ave W., Worthington, IA 52078

(Mortgagee) is the holder of a certain (b) two Real Estate Mortgage/Deed of Trust & Security Agreement

(Security Instrument) recorded in Book No. (c) 2024 and 2024 Page (d) 1242 and 1243

of the (e) County Recorder's Records of (f) Delaware

County; (g) Iowa

2. **WHEREAS** OS Piggy Bank Pork, LLC a Limited Liability Company

618 1st Ave W., Dyersville, IA 52040

(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:

Dubuque County Farm Service Agency

210 Bierman Road

Epworth, IA 52045

(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 subject to any provisions for borrower rights incorporated therein or otherwise applicable to the Mortgagor as stated in statute or regulation.

(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. Nothing

in this Agreement shall be construed to prevent the Mortgagee from readvancing within an existing line of credit up to the existing maximum principal borrowing limit; 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.

5. IN WITNESS WHEREOF, Mortgagee has executed this Agreement by signing on the (a) 5th day of (b) June, (c) 2024.

BY (d) [Signature]
TITLE (e) Market President

6. ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF DUBUQUE }

On this 5th day of June, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jeremy Oberding, to me personally known, who, being by me duly sworn, did say that she/he is the Market President of said corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that said Jeremy Oberding as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him/her voluntarily executed.



[Signature]
NOTARY PUBLIC

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 the Consolidated Farm and Rural Development Act, as amended (7 U.S.C. 1921 et seq.). The information will be used to determine eligibility and feasibility for loans and loan guarantees, and servicing of loans and loan guarantees. The information collected on this form may be disclosed to other Federal, State, and 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 the 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 may result in a denial for loans and loan guarantees, and servicing of loans and loan guarantees. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

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 0560-0237. The time required to complete this information collection is estimated to average 30 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. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.