

Form FmHA 460-10 Rev. 7-95 UNITED STATES DEPARTMENT OF AGRICULTURE <p style="text-align: center;">NEW PROMISE TO PAY</p>	KIND OF LOAN <input type="checkbox"/> FO <input type="checkbox"/> RH <input type="checkbox"/> FO-NFE <input type="checkbox"/> RRH <input type="checkbox"/> SW (Ind.) <input type="checkbox"/> LH <input type="checkbox"/> RL <input type="checkbox"/> OL <input type="checkbox"/> EM <input type="checkbox"/> EO <input type="checkbox"/> OTHER	STATE COUNTY CASE NO. LOAN CODE SOURCE OF FUNDS <input type="checkbox"/> INSURED <input type="checkbox"/> DIRECT
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For value received, the undersigned jointly and severally:

- Waive any defense the undersigned may have under the Bankruptcy Code (Title 11, U.S. Code), the Federal Statute of Limitations (28 U.S.C. #2415), or under any Federal or state insolvency law with respect to the indebtedness hereinafter described.
- Acknowledge liability for, reaffirm, and promise to pay to the United States of America, acting through the Consolidated Farm Service Agency or Rural Housing & Community Development Service, United States Department of Agriculture, or the Commodity Credit Corporation, an instrumentality of the United States of America, as the case may be, at the county office address set forth below, the total unpaid balance of the indebtedness incurred under the instruments of debt and related security instruments described as follows:

PROMISSORY NOTES, ASSUMPTION AGREEMENTS OR OTHER INSTRUMENTS OF DEBT

<i>Instrument</i>	<i>Date</i>	<i>Executed By</i>	<i>Original Payee</i>	<i>Principal Amount</i>

MORTGAGES OR OTHER SECURITY INSTRUMENTS

<i>Instrument</i>	<i>Date</i>	<i>Executed By</i>	<i>Secured Party</i>	<i>Recording Date</i>

FmHA 460-10 (Rev. 7-95)

To be used by County Office when the Consolidated Farm Service Agency or the Rural Housing & Community Development Service desires to continue with the borrower who has taken bankruptcy or to avoid the effect of the Federal Statute of Limitations.

Separate forms will be prepared for each Consolidated Farm Service Agency or Rural Housing & Community Development Service loan.

(see reverse)

- PROCEDURE FOR PREPARATION : FmHA Instructions 1965-A and 1965-C.
- PREPARED BY : County Office.
- NUMBER OF COPIES : Original and one copy.
- SIGNATURES REQUIRED : Original only - copy conformed.
- DISTRIBUTION OF COPIES : County Office - conformed copy to borrower.

REVERSE OF FORM FmHA 460-10

3. Agree to pay said indebtedness in accordance with the terms of said instruments and any supplementary agreements, except that any indebtedness now past due under the terms of said instruments shall be due and payable on the date hereof. Otherwise, all provisions of said instruments shall continue in full force and effect.

4. The undersigned agree that this agreement is executed previous to, or is in ratification of an agreement made previous to, the date of discharge in a case in which the undersigned sought an order for relief under the Bankruptcy Code of 1978 (Title 11, United States Code).

5. I further agree that this New Promise to Pay is executed voluntarily and with the understanding that by signing this Agreement I will not be released or discharged from personal liability on the obligations referred to in paragraph 2 hereof. I further understand that THIS AGREEMENT MAY BE RESCINDED AT ANY TIME PRIOR TO MY DISCHARGE OR WITHIN SIXTY (60) DAYS AFTER THIS AGREEMENT IS FILED WITH THE COURT, WHICHEVER OCCURS LATER, BY GIVING NOTICE OF RESCISSION TO THE UNITED STATES DEPARTMENT OF AGRICULTURE.

6. I FULLY UNDERSTAND THAT I AM NOT REQUIRED TO EXECUTE THIS AGREEMENT UNDER THE BANKRUPTCY CODE, UNDER NONBANKRUPTCY LAW, OR UNDER ANY AGREEMENT NOT IN ACCORDANCE WITH THE PROVISIONS OF SECTION 524(c) OF THE BANKRUPTCY CODE.

Dated _____

Post Office Address of Debtor (Debtor)

Post Office Address of County Office (Debtor)