

Form RD 1965-11  
(Rev. 11-02)

Position 5

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL DEVELOPMENT  
FARM SERVICE AGENCY

OMB CONTROL NO. 0560-0158

ACCELERATED REPAYMENT AGREEMENT

\_\_\_\_\_

TYPE OF LOAN: RECLASSIFIED TO  
NON PROGRAM LOAN (NP)

STATE
COUNTY
CASE NO.

THIS AGREEMENT is dated \_\_\_\_\_, \_\_\_\_\_, between the United States of America United States Department of Agriculture (called the "Government") and \_\_\_\_\_, and \_\_\_\_\_ (called "Borrower") whose post office address is: \_\_\_\_\_

Because the Government is the holder of loan(s) evidenced by certain debt instrument(s) executed by Borrower and identified as follows:

TABLE I						
KIND OF INSTRUMENT	DATE EXECUTED	PRINCIPAL AMOUNT	UNPAID BALANCE*		INTEREST RATE	INSURANCE CHARGE
			PRINCIPAL	ACCRUED INT.		

\*Excluding any amount which may be due as a recapture of subsidy under a Subsidy Repayment Agreement.

Because, in connection with such loan(s), the following security instrument(s) were taken on property described in those instruments and located in \_\_\_\_\_ County, State of \_\_\_\_\_:

TABLE II				
KIND OF INSTRUMENT	DATE EXECUTED	OFFICE WHERE RECORDED OR FILED	BOOK, VOLUME, OR DOCUMENT NO.	PAGE

Because Borrower is in default under the provisions of these debt and security instrument(s); and

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-2- (Forms Manual Insert - Form RD 1965-11)

<u>PROCEDURE FOR PREPARATION</u>	: RD Instruction 1965-B. FSA Transferred Instruction 1965-A.
<u>PREPARED BY</u>	: Agency Official.
<u>NUMBER OF COPIES</u>	: Original and two. (Prepare additional copy if Office of the General Counsel (OGC) is involved.)
<u>SIGNATURES REQUIRED</u>	: Original signed by borrower and spouse (if spouse signed the note); and Agency Official unless otherwise designated by the State (Executive) Director.
<u>DISTRIBUTION OF COPIES</u>	: Original attached to promissory note, copy in case file, copy to borrower.
<u>ADPS RELATED</u>	: 1M - New Rates and Terms - Real Estate Loan.
<u>TRANSACTION CODES</u>	: 1M - New Rates and Terms - Operating Loan.

### REVERSE OF FORM RD 1965-11

Because Borrower desires to remain in possession of the property and has agreed that, in lieu of liquidation, Borrower will pay the entire indebtedness (exclusive of any subsidy subject to recapture) within a period not to exceed \_\_\_\_\_ years:

THEREFORE, in consideration of the Government's consent to Borrower's request, and the Government's foregoing any present rights it may have to enforce the listed security instrument (s), it is agreed that:

1. Borrower will pay to the order of the Government, \_\_\_\_\_, as follows:

(a) The sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), with interest thereon, at the rate of \_\_\_\_\_ percent ( \_\_\_\_\_ %) per annum from the date of this agreement, with \_\_\_\_\_ dollars (\$ \_\_\_\_\_) due on or before January 1, \_\_\_\_\_, and \_\_\_\_\_ dollars (\$ \_\_\_\_\_) due on or before each January 1 thereafter, except that final payment of the entire indebtedness shall be made on or before \_\_\_\_\_.

(b) The sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), with interest thereon, at the rate of \_\_\_\_\_ percent ( \_\_\_\_\_ %) per annum from the date of this agreement, with \_\_\_\_\_ dollars (\$ \_\_\_\_\_) due on or before the \_\_\_\_\_ of each month beginning \_\_\_\_\_, except that final payment of the entire indebtedness shall be made on or before \_\_\_\_\_.

2. If the indebtedness is subject to recapture of subsidy, the provisions of the Subsidy Repayment Agreement remain in effect and are unchanged by this agreement.

3. Borrower is relieved of the obligation to personally occupy or operate the property or graduate to other credit sources as specified in the listed debt and security instrument(s).

4. Should Borrower fail to make any one or more payments when due, as specified in paragraph 1, the Government shall have the same rights and remedies under the provisions of the listed debt and security instrument(s) as it would have in respect to failure by Borrower to pay any amount due under, or to comply with any provision of, those debt or security instrument(s). The provisions of the debt and security instrument(s) shall, except, as modified by this agreement, remain in full force and effect, and nothing in this agreement shall be construed as constituting a release or satisfaction of the indebtedness under the debt and security instrument(s).

IN WITNESS WHEREOF, the undersigned has (have) executed this agreement as of the date first written above.

WITNESS:  
\_\_\_\_\_

BORROWER(S):  
\_\_\_\_\_  
\_\_\_\_\_

UNITED STATES OF AMERICA  
BY \_\_\_\_\_

\_\_\_\_\_  
(Title)

**INSTRUCTIONS FOR PREPARATION**

Used in lieu of foreclosure to permit the borrower to pay the debt secured by real estate in a period less than the remaining life of the loan. A separate Form RD 1965-11 will be used for each type loan. For example, FO loans are one type, RH loans are another type, and OL another. All loans of the same type will be included on the same form.

- (1) Specify the type of loan and fund code involved.
- (2) Insert the date the form is executed and it must be the date through which the interest has been accrued.
- (3) Insert the name of all obligors as in the promissory note.
- (4) Insert the borrower's mailing address as shown on the Management System Card or SCIMS.
- (5) In this table on separate lines, enter:
  - (a) the kind of instrument..
  - (b) the date instrument was executed.
  - (c) the principal amount.
  - (d) the unpaid principal balance.
  - (e) the accrued interest balance.
  - (f) the interest rate.
  - (g) the rate of any separate insurance charge related to the loan. This applies to above moderate income insured RH Loans notes.
- (6) If only real estate is involved insert the county and state in which the security instrument(s) is filed or recorded. If chattel security instruments are involved, whether or not real estate security instruments are involved, insert a colon after "in those instruments" and delete the balance of the line.
- (7) In this table on separate lines, enter:
  - (a) the kind of instrument.
  - (b) the date the instrument was executed.
  - (c) the office instrument was recorded or filed.
  - (d) the book, volume or document number.
  - (e) the page instrument is recorded.
- (8) Insert the number of years over which the remaining indebtedness is amortized under the terms of this agreement.
- (9) Insert servicing office address.
- (10) Check the appropriate "[ ]" to reflect whether agreement is for annual or monthly payments. The section following the "[ ]" not checked will be left blank.
- (11) Insert in (a) words and in (b) figures for the total amount due (principal, interest, and insurance charge), on all notes and any amount due the insurance account shown on Table I.
- (12) Insert in (a) words and in (b) figures which reflect the interest rate at which the account will be amortized under the terms of this agreement.

- (13) Insert in (a) words and in (b) figures the amount of the first installment and in (c) the year in which the first installment is due, which will be first January 1 following the date the agreement is executed.
- (14) Insert in (a) words and in (b) figures the amount of a full annual installment computed using the annual amortization factor for the interest rate and the number of years the agreement covers (Item 8 above). Round to the higher dollar *except* when the 3 digits after the decimal point are .001 through .004 in which case round *downward*.
- (15) Insert the final due date which will be the number of years shown in Item (8) above from the date the agreement is executed.
- (16) Insert in (a) words and in (b) figures the amount of a full annual installment computed using the annual amortization factor for the interest rate and the number of years the agreement covers (Item 8 above). Round to the higher dollar *except* when the 3 digits after the decimal point are .001 through .004 in which case round *downward*.
- (17) Insert in (a) figures (2nd, 11th, etc.) the day of the month, the payments are due and in (b) the month, day and year the first payment is due which will be one month from the date the agreement is executed.
- (18) All obligors identified as Borrower on the face of the agreement will sign and the name(s) will be typed below each signature.
- (19) In case of a cosigner for an RH loan, type in a signature line in the blank space to the left of the signature line, for the borrower. Type the cosigner's name below the signature line, if an individual, followed by "(Comaker)". If the cosigner is a corporation, the corporation's name will be typed above the line followed by "(Comaker)". Also, below that line type the word "By" and add another line(s) with the authorized title(s) and name(s) of the official(s) who will sign for the corporation typed below the line(s). The cosigner will sign the same way as on the promissory note.
- (20) The Agency Official will sign in this space unless someone else is designated by the State Director or State Executive Director. The name will be typed below the signature.
- (21) Type in the title of the approving official who signs the form in (20) above.