

2013 052955

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2013 JUL 19 AM 9:49

MICHAEL B. BROWN
RECORDER

This form is available electronically.

Form Approved - OMB No. 0560-0237

(See Page 2 for Privacy Act and Public Burden Statements)

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|----------------------------------------|-------------------------------------------------------|------------|
| FSA-2319 (01-11-12) | U.S. DEPARTMENT OF AGRICULTURE Farm Service Agency | Position 5 |
| AGREEMENT WITH PRIOR LIENHOLDER | | |

1. WHEREAS (a) DeMotte State Bank
P.O. Box 540, Morocco, IN 47963

(Mortgagee) is the holder of a certain (b) Real Estate Mortgage
 (Security Instrument) recorded in Book No. (c) Doc# 2012 086255 Page (d) N/A
 of the (e) Mortgage Records of (f) Lake
 County; (g) Indiana

2. WHEREAS Hein Farms, Inc.
2009 E 121st Ave., Crown Point, IN 46307

(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:

Jasper County Farm Service Agency
P.O. Box 219
Rensselaer, IN 47978

(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 including any provisions for borrower rights.

(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; and

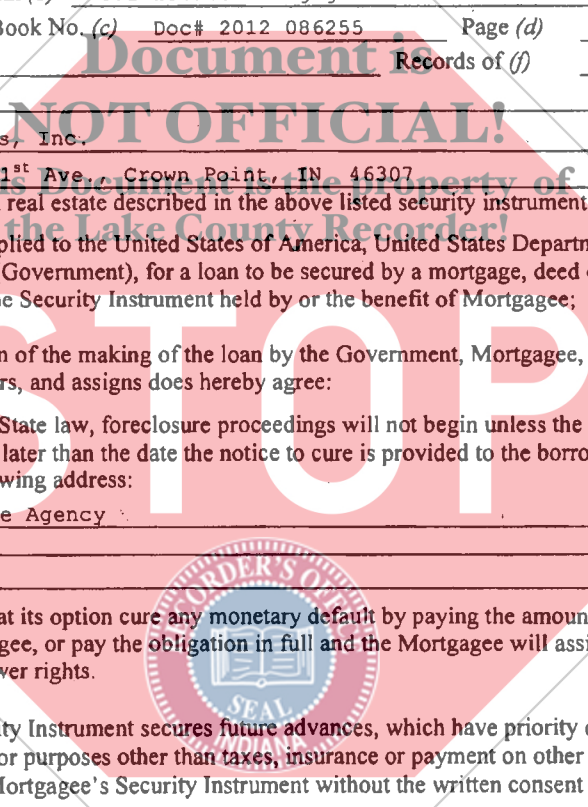
(d) That this agreement includes consent to the Government for making loans and taking the related mortgage notwithstanding any provision of the Mortgage which prohibits a loan or mortgage without the Mortgagee's consent.

FIDELITY NATIONAL
TITLE COMPANY

92013-13721 DEMOTTE
STATE BANK

1 Ref

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FAX



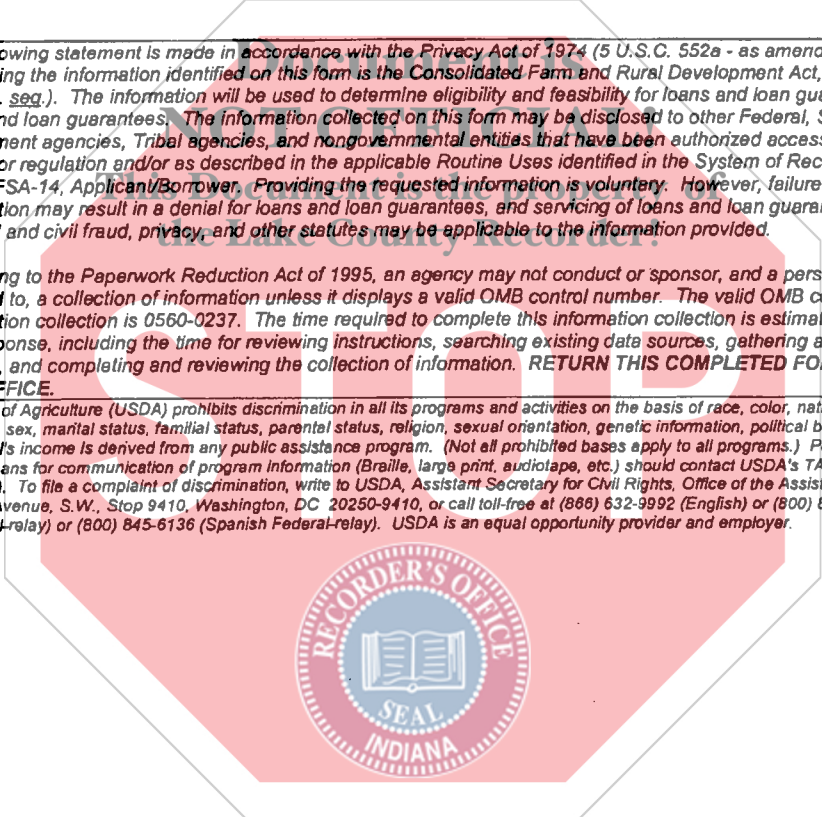
5. IN WITNESS WHEREOF, Mortgagee has executed this Agreement by signing on the (a) 24th day of (b) June, (c) 2013.

BY (d) [Signature]
TITLE (e) EXECUTIVE V.P. & BRANCH MGR.
DEMOTTE STATE BANK

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.**

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

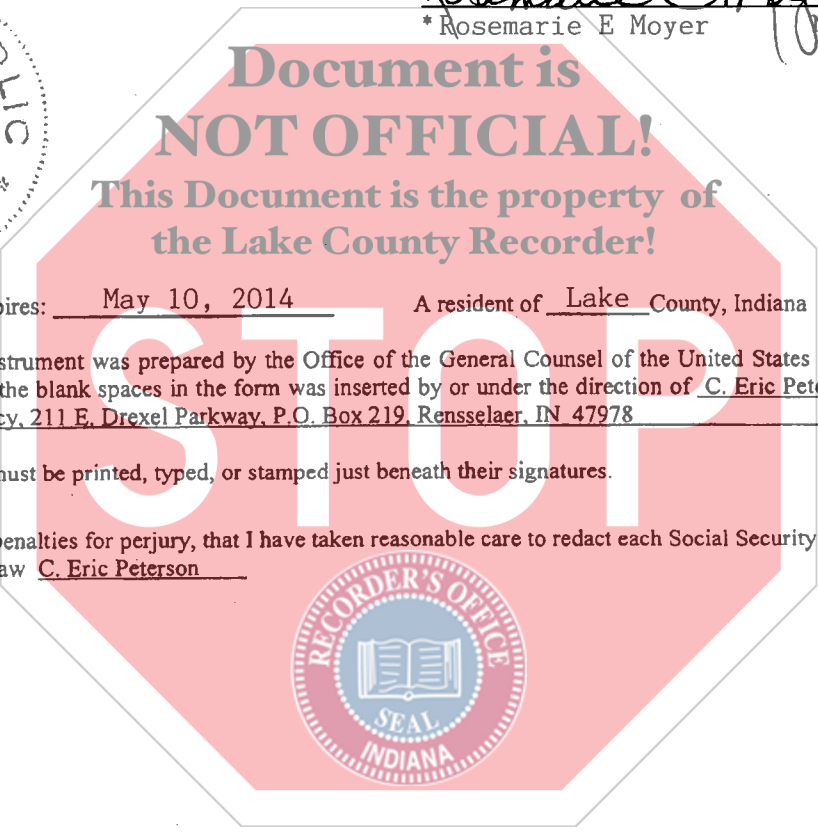


6. ACKNOWLEDGMENT

STATE OF INDIANA }
COUNTY OF LAKE } ss

I, Rosemarie E Moyer, a Notary Public in and for the said County and State, hereby certify that on this 24th day of June, 2013, before me personally appeared Guy A Carlson, known to me to be the Exec VP & Branch Mnggr of the DeMotte State Bank, and acknowledged that he/she executed the foregoing instrument as the free act and deed pursuant to authority duly conferred upon him/her for the purposes set forth.

Rosemarie E Moyer
*Rosemarie E Moyer Notary Public



My commission expires: May 10, 2014 A resident of Lake County, Indiana

The form of this instrument was prepared by the Office of the General Counsel of the United States Department of Agriculture, and the material in the blank spaces in the form was inserted by or under the direction of C. Eric Peterson, Farm Loan Manager, Farm Service Agency, 211 E. Drexel Parkway, P.O. Box 219, Rensselaer, IN 47978

* Name of Notary must be printed, typed, or stamped just beneath their signatures.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law C. Eric Peterson

**LOAN CLOSING INSTRUCTIONS FOR
HEIN FARMS, INC.**

The United States of America acting through the United States Department of Agriculture, Farm Service Agency, is making a loan to Hein Farms, Inc. for the purpose of purchasing 200 acres of farm real estate including farm buildings and a residence. The loan funds from the Farm Service Agency in the amount of \$225,000.00 have been requested to be deposited into your escrow account through ACH on March 28, 2013. Please check your account to verify the funds have been received.

Lien Position – 1st Mortgage: DeMotte State Bank (\$900,000.00)
2nd Mortgage: USDA-Farm Service Agency (\$225,000.00)

A pay-off should be requested from DeMotte State Bank, Guy Carlson (219-696-8716), for the Mortgage from Hein Farms, Inc. to DeMotte State Bank in the principal amount of \$225,000.00, dated April 4, 2012 and recorded December 7, 2012 as Recording No. 2012 086257.

Form FSA-2026, Promissory Note must be signed by **Michael Edward Hein (full legal name), for Hein Farms, Inc.** and each page must be initialed and dated. The conformed copy of the Promissory Note may be given to the borrower. The first payment in the amount of **\$13,106.00** will be due on April 1, 2014. All future payments in the amount of **\$13,106.00** will be due on April 1st of each year. All payments are to be made in the Rensselaer Farm Service Agency Office, 211 E. Drexel Parkway, P.O. Box 219, Rensselaer, IN 47978 on or before the due date.

There is one Real Estate Mortgage. The mortgage will need to be signed by Michael E. Hein as President of Hein Farms, Inc. **All pages must be initialed and dated where applicable.** Please do not write in the margins.

Form FSA-2319, Agreement with Prior Lienholder, needs to be signed by DeMotte State Bank on page 2, and notarized and then recorded. Please send the recorded Agreement to our office.

Form FSA-2371, Agreement to Complete Training will need to be signed by Michael. The list of training vendors may be given to him.

Form FSA-2351, Certification of Improvement of Property will need to be signed by the seller. Please return these forms to our office.

Form AD-3030, Representations Regarding Felony Conviction and Tax Delinquent Status for Corporate Applicants will need to be completed and signed by Michael.

Real Estate Taxes are to be handled according to the Purchase Agreement.

The borrower is responsible for the Title Search and any other closing fees. No closing fees are due to the Farm Service Agency.

All reservations and defects of Purchase Agreement and Title will be disposed to your satisfaction.

Due to new regulations, the final title opinion and mortgages are due in our office within 30 days of loan closing.

