

DEPOSIT AGREEMENT

NAMES OF DEPOSITORS		SOCIAL SECURITY OR IRS TAX NO.
GOVERNMENT AGENCY NAME AND ADDRESS	NAME AND ADDRESS OF BANK, SAVINGS AND LOAN OR CREDIT UNION <i>(Including ZIP CODE)</i>	
COUNTY AND STATE OF RESIDENCE	DATE OF DEPOSIT	ACCOUNT OR CERTIFICATE NUMBER <i>(If used)</i>

THIS AGREEMENT is made on the date indicated above, between the United States of America, acting through the United States Department of Agriculture, herein called the "Government," the above-named Depositors, called the "Depositor," and the above-named Bank, Savings and Loan, or Credit Union, called the "Financial Institution."

In consideration of loans or other advances of funds made by the Government and the depositing in the Financial Institution, to the credit of the Depositor in the account established pursuant to this agreement, of moneys, derived from such loans or other advances of funds, or moneys otherwise obtained by the Depositor, it is agreed as follows:

1. The Depositor assigns, transfers, and pledges to the Government the above mentioned account and deposits, made before or after this agreement, and conveys to the Government a security interest in all money deposited in this account, as security for the repayment of any and all indebtedness now or later owed by the Depositor to the Government, and for the performance of the obligations and agreements of the Depositor in connection with such advances or indebtedness.
2. No part of such deposits, account or money shall be withdrawn by the Depositor and no withdrawal shall be permitted by the Financial Institution except on the order of the Depositor and the counter-signature of a duly authorized representative of the Government.
3. Notwithstanding any other provision contained herein to the contrary, the Financial Institution will comply with instructions originated by the Government directing disposition of the funds in this account without further consent or approval by the Depositor. At any time upon written demand or order by the Government, the Financial Institution shall pay over to the Government the balance then on hand, or any part of the balance demanded. The death, disability, or insolvency of the Depositor shall not impair the power of the Government to demand or order such withdrawal.
4. The Financial Institution agrees that it will not assert any right of setoff or recoupment, except service charges, with respect to the funds deposited pursuant to this agreement by reason of any indebtedness or claim now or later owed to or acquired by it. The Financial Institution further agrees that it will not obtain or claim a security interest in this account or in funds on deposit therein, that it will not, for the purposes of the Uniform Commercial Code, obtain or assert "control" of this account or the funds on deposit therein and that it hereby subordinates any security interest it may have or claim in this account or in the funds on deposit therein to the security interest granted to the Government in the agreement.

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 0575-0158. The time required to complete this information collection is estimated to average 2 hours 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.

