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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by & Return to: Ryan Marcus, FSA, 200 S. 12th St., Manchester, IA 52057 563-927-4250

This form is available electronically.

FSA-2080
(01-14-08)

U.S. DEPARTMENT OF AGRICULTURE
Farm Service Agency

Position 2

RELEASE FROM PERSONAL LIABILITY

PART A - LOAN INFORMATION

1. Type of Loan *(Specify:)*	2. State	3. County	4. Full Case Number
FO, OL	IOWA	DELAWARE	16 - 028 - **0** 208079585

5. THIS RELEASE is executed on *(a)* JUNE 27, 20 *(b)* 13.

The United States of America (Government,) is the holder of loans evidenced by certain promissory notes or assumption agreements (notes) executed by *(c)* F & M ORGANIC FARMS LLC _____ payable to the Government and further identified as follows:

6. FSA Debt					
A. Kind of Instrument	B. Date	C. Original Principal $	D. Unpaid Principal $	E. Accrued Interest $	F. Interest Rate %
Promissory Note	5/11/2007	$92,000.00	$59,526.17	$2,413.66	4%
Promissory Note	4/15/2009	$120,000.00	$45,051.98	$66.65	2.25%

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7. Security Instruments

In connection with such loans, the Government is the holder of the following-descibed security instruments on property located in *(a)* Delaware County, State of *(b)* Iowa.

C. Kind of Instrument	D. Date	E. Office Recorded or Filed	F. Book, Volume, or Document Number	G. Page No.
RE Mortgage RE Mortgage	5/5/2010 4/15/2009	Delaware Co Recorder Delaware Co Recorder	2010 2009	1335 1477
RE Mortgage RE Mortgage	11/25/08 4/29/2008	Delaware Co Recorder Delaware Co Recorder	2008 2008	3609 1356
RE Mortgage RE Mortgage	11/13/07 5/11/2007	Delaware Co Recorder Delaware Co Recorder	2007 2007	3657 1496
UCC UCC	5/9/2007 5/9/2007	Secretary of State Secretary of State	E837957-6 E837962-3	
UCC UCC	5/9/2007 11/14/07	Secretary of State Secretary of State	E837963-9 E873762-1	

Taxpayer Identification Number (h) XXXXXXXXX.

Borrower discharged under Title 11 of the United States Code (Bankruptcy) *(i)* ☐ YES ☑ NO

PART B - FOR TRANSFER WITH ASSUMPTION

8. *(a)* Ryan James Moriarity (Transferor) has conveyed the property described in the instruments listed in Part A, Item 7, of this form, to F & M Organic Farms LLC (Transferee).

Transferee by assumption agreement has assumed the obligations of the notes and security instruments under Item A.6. and has agreed to be personally liable for payment of all or part of unpaid indebtedness of Transferor.

If Transferee has not assumed all of the unpaid indebtedness of Transferor, the undersigned has determined that Transferor meets the conditions set forth in the law and applicable Federal regulations and has completed all other required processes.

Therefore, the Government hereby releases the Transferor from personal liability to the Government for the indebtedness and obligations evidenced by or incurred under the terms of said notes and security instruments; **Provided,** however, that nothing in this form shall release or extinguish any part of said indebtedness or obligations, including interest and all other amounts nor release the security instruments or any part of the property covered by those instruments from the lien thereof, nor modify or impair the priority or enforceability of such liens, and the Government retains unto itself and its assigns all rights against the Transferor necessary to preserve the liens, priority, and enforceability of such security instruments against the property covered by those instruments and all rights and remedies of the Government by subrogation or as holder of the notes, loans or security instruments against all parties other than the Transferor.

PART C - FOR WITHDRAWAL OF JOINT OBLIGOR

9. *(a)* _____ has conveyed his or her interest in the property described in the security instruments described in Part A of this form to *(b)* _____. *(c)* _____ who shall continue to be personally liable for the obligations under the terms of the notes and security instruments described in Part A of this form for payment of the unpaid indebtedness of the loans. Therefore, the Government releases *(d)* _____ from personal liability to the Government for the indebtedness and obligation of said notes and security instruments.

IN WITNESS WHEREOF, this release is executed as the act and deed of the Government by the undersigned, acting pursuant to duly delegated authority.

UNITED STATES OF AMERICA
U.S. DEPARTMENT OF AGRICULTURE

BY: *(e)* _____
RYAN D. MARCUS

TITLE: *(f)* Farm Loan Manager
FARM SERVICE AGENCY

ACKNOWLEDGEMENT

State of Iowa }
County of Delaware } ss.

On this 27th day of June, 2013 A.D., before me, a Notary Public in and for the above named county and state, personally appeared Ryan D. Marcus, to be known to me as the same person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the instrument as his free and voluntary act for the uses and purposes set forth.

(Seal)

My Commission Expires:

NOTARIAL SEAL IOWA
CATHY L. GREIF
Commission Number 175823
My Comm. Exp. 8-31-2015

_____
Notary Public