

4-1018-735

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3. To satisfy all indebtedness of Borrower to the Government.
4. To pay when due all taxes, fees, amounts, compensation or assessments and full amounts for which the Government may be liable, and promptly deliver the instrument without demand or legal action by the Government.
5. To keep the property insured as required by and under contract with the Government, and to furnish evidence of the insurance to the Government.
6. To maintain improvements, to add, repair and make repairs required by the Government, render services to the property in a safe and sanitary manner, simple, with such form of insulation, fixtures and furniture as the Government may require at the time, day, prescribed, and not to abandon the property or cause it to go to waste, except by reason of damage or other causes beyond the control of Borrower, without the written consent of the Government, but, unless otherwise provided in the instrument, so long as it may be necessary for ordinary domestic purposes.
7. To comply with all laws, ordinances, and regulations affecting the property.
8. To pay or reimburse the Government for expenses reasonably necessary to foreclose on the property, to collect rents due to the Government and to the enforcement of or the compliance with the provisions herein contained in the instrument, whether before or after default, including but not limited to costs of sale or of collection of the property, foreclosing, title and other instruments, attorney's fees, trustee's fees, court costs and expenses, judgment costs, and expenses of keeping the property.
9. Neither the property nor any portion thereof or interest therein shall be leased, assigned, or transferred, voluntarily or otherwise, during the written consent of the Government. The instrument shall have no force and effect as a mortgage, lease, or any other right in the property given, created, granted, or retained by Borrower, and no such transfer or leased holder shall have any right to transfer or lease the property to another.
10. At all reasonable times the Government and its agents may inspect the property to satisfy themselves of facts and agreements contained herein or in any supplemental agreement being performed.
11. The Government may extend and defer the payment of principal and interest to the date or dates, and in the amounts, indebtedness to the Government secured hereby, release from liability to the Government and its agents, and thereupon release the property from and subordinate the item herein, and waive any other rights possessed by it in relation to the property referred to the liability to the Government of Borrower or any other party. This provision of the instrument applies to any increase or decrease in indebtedness specified in the instrument in writing.
12. If at any time it shall appear to the Government that the property is about to be sold or subject to sale to a Federal land bank, or other responsible organization, or any other federal agency, and that there has been a breach and periods of time, Borrower will, upon the Government's request, pay off all debts, taxes, interest, attorney's fees, and other unpaid indebtedness secured hereby, and to pay for expenses of removal of the property at the expense of the Government, and to accept such claim.
13. Default hereunder shall constitute default under any other real estate instrument or note, security instrument held or issued by the Government and executed or assumed by Borrower, and default under any other instrument shall constitute default hereunder.
14. SHOULD DEFAULT occur in the performance or discharge of any obligation referred to this instrument, provided any one of the parties named as Borrower die or be declared an incompetent, bankrupt, or unable to make an assignment to benefit of creditors, the Government at its option, without notice or process, may at any time and in any place or places where any indebtedness to the Government bears, secured immediately due and payable, to the amount of principal and accrued interest, expenses and premium, by seizure of and take possession of, operate, and run the property, or any part or parts thereof, under the Government, without notice or hearing of said application, have a lease or right of entry in the property, or in the land given, the instrument, or lease, to exercise this instrument as provided herein, to take, and to sell, lease, or let the property and return or give up the same to the present instrument.
15. The proceeds of foreclosure sale shall be applied in the following order to the payment of all costs and expenses of defending or complying with the provisions herein, the first tract being called the main instrument, and so forth, in the debt evidenced by the note and all indebtedness to the Government, in proportion to the respective amounts, including taxes and imposts due to be so paid, or at the Government's option, after deduction of taxes and imposts due to the Government and taxes balance to Borrower. At foreclosure, or other sale, if the instrument of record is silent, the Government and others shall be a stranger and may pass the Government's share of the proceeds of sale, to the agent, to the sheriff, or to the marshal, or receiver, this instrument as provided herein, to take, and to sell, lease, or let the property and return or give up the same to the present instrument.
16. Borrower, to whom that portion of Federal law applying to this instrument, or to the instrument in state law, providing for reversion, appraisal, increased compensation, or partition of property, is applicable, may, at any time, make application to the court having jurisdiction thereto, for partition of the property in accordance with the laws of that state or territory, or to the court having jurisdiction thereto, for reversion of the property, or for increased compensation in accordance with the laws of that state or territory, or for partition of the property in accordance with the laws of that state or territory, and the court may award such partition, or reversion, or increased compensation, or other relief as it deems just.
17. If any part of the law for which this instrument is governed, or the debt due on the instrument, is found to be used as an unconsolidated dwelling, tenement, or the like, or any part thereof, is so used, the Government may claim the instrument as a personalty, or as a chattel, and may require the same to be removed, or that the same be delivered to another, or to a charitable organization, or that the same be sold at public auction, or that the same be sold at private sale, or that the Government may take possession of the property, or that the Government may, in its discretion, allow the instrument to remain, notwithstanding the unconsolidated use, and the Government may transfer title to the property to a new Borrower. Borrower expressly waives the benefit of any such procedure.
18. This instrument shall be subject to the present laws of the State of Colorado, Administration, and to its future regulations, not inconsistent with the express provisions hereof.
19. Notices given hereunder shall be sent to the address of the instrument, or by registered mail to the United States Department of Agriculture, and Rural Credit, Denver, Colorado, or to any other address which the Borrower may designate in writing.
20. If any provision of this instrument is adjudged illegal, invalid, or unconstitutional, as held invalid, such invalidity shall not affect other provisions, or applications, of the instrument, and all other provisions shall remain in full force and effect without the invalid provision, and to that end the general intent hereof shall be preserved.

IN WITNESS WHEREOF, Borrower has hereunto set his hand and seal, and this instrument is executed,

Signed, Sealed, and Delivered in the presence of:

Captain D. Fitch  
1427 16th Street  
Denver, Colorado

Charles A. Gardner  
(Seal)  
J. M. Lewis, Jr. (Seal)

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