4. To use the property only for the purposes authorized by this instrument.

5. To pay when due all taxes, liens, judgments, or claims against the property; to keep the property free from all prior liens; and promptly deliver to the Government such notices of and demand for payment as may be received.

6. To keep the property insured as required by and under insurance policies approved by the Government, and to assign and deliver the policies to the Government.

7. To maintain the property in good repair and make repairs required by the Government; to complete or restore promptly and in a good and workmanlike manner any building which may be constructed, damaged or destroyed on the property, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting the property; not to commit or permit waste thereof; not to abandon the property; not to demolish, remove or substantially alter any building without the written consent of the Government; not to initiate or acquiesce in a change in the zoning classification of the property without the written consent of the Government; and to maintain such other conditions as may be necessary to preserve the value of the property. The Government or its agents shall have the right to inspect the property at all reasonable times and access thereto shall be permitted for that purpose.

8. To keep the property free of all encumbrances having priority over this instrument, except those approved in writing by the Government.

9. To pay all costs, fees and expenses reasonably incurred by the Government in connection with the execution, administration and enforcement of this instrument and of any supplemental agreements, whether before or after default, including but not limited to those for evidence of title, boundary surveys, appraisals, environmental assessments, and title insurance premiums; and to pay all recording costs and taxes and fees on this and other instruments. Attorneys' fees, trustees' fees, court costs and expenses of advertising, selling and conveying the property.

10. To comply with all laws, ordinances, and regulations affecting the property.

11. To pay or reimburse the Government for expenses reasonably incurred in the collection of the debt secured hereby and in the enforcement of the covenants and agreements of Borrower contained herein and in any supplemental agreement, whether before or after default, including but not limited to reasonable attorneys' fees, court costs and expenses of advertising, selling and conveying the property, all of which shall be secured by this instrument and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law.

12. Neither the property nor any part thereof or interest therein shall be sold, assigned, transferred, encumbered, alienated or otherwise disposed of without the written consent of the Government. The Government shall have the unqualified right to accelerate the maturity of the debt evidenced by the note, or to approve the purchaser and modify the terms of the note and this instrument, and to release from liability any party obligated on the note, without notice to any junior lienholder or Borrower, when, in the sole discretion of the Government, such action will not adversely affect the security provided by this instrument.

13. At all times while the Government and its agents may enforce the provisions of this instrument, whether or not any default or event of default has occurred, Borrower shall comply with all covenants and agreements contained herein or in any supplemental agreement executed pursuant hereto.

14. The Government may extend and defer the maturity of, and increase or decrease the debt secured hereby, or accept the note of any indebtedness to the Government secured hereby, release from liability any party obligated on the note, release any part of the property from the lien of this instrument, and subordinate the lien hereof to any lease or other right or interest in the property, without affecting the lien or priority hereof or the liability of any party, including Borrower, for payment of the indebtedness secured hereby, except to the extent that written agreements between the Government and any such party may provide otherwise.

15. If at any time it appears to the Government that Borrower may be able to obtain a loan from a responsible cooperative lender or other private credit source which is supervised by the Farm Credit Administration or a Federal land bank or other responsible lender, which loan would be sufficient to refinance the indebtedness secured hereby and to pay for the necessary improvements, repairs, and operations of the property, and Borrower has been notified in writing of such lender's willingness to make such loan, Borrower shall, upon the Government's request, apply for and accept such loan in sufficient time to pay the debt and any indebtedness secured hereby and to pay for any improvements, repairs, and operations required by the Government in connection with such loan.

16. Default hereunder shall constitute default under any other real estate or personal property security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

17. SHOULD DEFAULT occur in the performance of this or any obligation secured by this instrument, or should any one of the parties named as Borrower be or be declared at any time by a competent court to be insolvent, or make an assignment for the benefit of creditors, the Government at its option, may declare all sums secured hereby immediately due and payable without notice, and may foreclose this instrument by judicial proceeding and may invoke any other remedies permitted by applicable law or provided herein. The Government shall be entitled to collect in such proceeding all costs and expenses incident to foreclosure, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, costs of documentary evidence, abstracts and title reports. The Government or its agent may bid at any foreclosure sale.

18. The proceeds of any foreclosure sale of the property shall be applied first to the payment of all costs and expenses incident to foreclosing, managing and selling the property, including, but not limited to, all such costs and expenses authorized to be paid, and the debt secured hereby and any indebtedness to the Government secured hereby, in such order as the Government, in its sole discretion, may determine. Any balance of proceeds remaining after payment of the debt secured hereby and any indebtedness to the Government secured hereby shall be paid to Borrower or to the person or persons legally entitled thereto. Borrower hereby waives any right of redemption from sale under any order or decree of foreclosure of this instrument, on behalf of Borrower, and on behalf of each and every person acquiring any interest in or title to the property subsequent to the date of this instrument, and on behalf of all persons to the extent permitted by applicable law.

19. Borrower recognizes that, pursuant to federal law, the property may be subject to certain state laws, prohibiting or limiting deficiency judgments. Borrower, to the extent permitted by such laws, hereby waives the benefit of such laws with respect to any deficiency judgment or limiting the amount thereof or the time within which such judgment may be obtained following any foreclosure sale or other disposition of the property pursuant to the provisions of this instrument or any other agreement securing the debt secured hereby. If a statute gives Borrower the right of redemption after foreclosure sale, Borrower hereby waives that right to the extent permitted by applicable law. Borrower waives any right to require the Government to marshall assets or to require that any collateral for the debt secured hereby be first exhausted before the property is sold hereunder.

20. If any part of the loan for which this instrument is given is to be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling, Borrower shall occupy the dwelling and have obtained the Government's consent in writing before any tenant or lessee may occupy the dwelling. Borrower shall not refuse to negotiate for the sale or rental of the dwelling or otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, handicap, familial status or national origin. Borrower shall comply with all laws and regulations applicable to the property which prohibit discrimination in the sale, rental or financing of housing, and shall not attempt to enforce any restrictive covenant or agreement relating to such matters.

21. This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

22. Notices given hereunder shall be sent by certified mail, return receipt requested, unless otherwise required by law, addressed to Borrower at the address stated above or to such other address as Borrower may designate by notice to the Government as provided herein, and to the Government at the address stated above or to such other address as the Government may designate by notice to Borrower as provided herein. Any notice provided for in this instrument shall be deemed to have been given to Borrower or the Government when given in the manner designated herein.

23. If any provision of this instrument or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this instrument which can be given effect without the invalid provision or application, and to this end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of:

Witness

David A. Leopard (SEAL)

Witness (SEAL)

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