

1405 rec 986

(19) To maintain improvements in good repair and make repairs required by the Government against the property in a sound and husbandmanlike manner, comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe, and not to abandon the property, or cause or permit waste, lessening or impairment of the security created hereby, or without the written consent of the Government, cut, remove, or lease any timber, mineral, oil, gas, coal, or other materials except as may be necessary for ordinary domestic purposes.

(20) To comply with all laws, ordinances, and regulations affecting the property.

(21) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the land and property herein and to the enforcement of or compliance with the provisions hereof and of the note and any supplementary agreement whether before or after default, including but not limited to costs of evidence of title to any survey of the property costs of recording this and other instruments, attorney's fees, trustee's fees, court costs and expenses of advertising, selling, and conveying the property.

(22) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant covenants, partial releases, substitutions and satisfaction, and no other holder shall have any right, title or interest in or to the fee or any benefits herein.

(23) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(24) The Government may extend and defer the maturity of and renew and reconstitute the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, with or affecting the debt or property hereof, if the liability of the Government or Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government is waived.

(25) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any costs necessary to be purchased in a competitive lending agency in connection with such loan.

(26) Default hereunder shall constitute default under any other real estate, or under any personal property or other 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.

(27) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government at its option, with or without notice, may (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) take the account of Borrower's debt and pay reasonable expenses for repair, or maintenance, and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without notice of hearing, or oral application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and recover costs and all other rights and remedies provided herein or by present or future law.

(28) The proceeds of forced-sale sale shall be applied in the following order to the payment of (a) costs and expenses incident to reforeclosure or liquidation with the proceeds hereof, (b) any judgment required by law of a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) interest thereon required by law of a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or incurred by the Government, and (f) any balance to Borrower. At forced-sale or other sale, or all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount to any debts of Borrower owing to or incurred by the Government, in the order prescribed above.

(29) Borrower agrees that the Government will not be bound by any present or future State law, or proceeding for valuation, appraisal, homestead or exemption of the property, or prohibiting, maintaining or allowing the demolition, reduction or limiting the amount thereof or the time within which such action may be taken, or prescribing any other statute of limitations, or delaying any rights of redemption or possession following any foreclosure sale, or terminating the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new borrower. Borrower expressly waives the benefit of any such State law. Borrower hereby relinquishes, waives, and conveys all rights, inclusive or consummative, of descent, of set-off, and currency.

(30) If any part of the land for which this instrument is given shall be used to finance the purchase, construction, or repair of property to be used as an owner-occupied dwelling thereon called "the dwelling" and it is so used, Borrower will repair the dwelling and has obtained the Government's consent to do so, (a) Borrower will, if so authorized by the Government, will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling, or will otherwise make it unavailable to deny the dwelling to anyone because of race, color, religion, sex, or national origin, and (b) Borrower agrees to all federal and state discrimination and will not attempt to enforce any restrictive covenants on dwelling relating to race, color, religion, sex, or national origin.

(31) 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.

(32) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice given in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Columbia, South Carolina, 29204, and in the case of Borrower to him at the address shown in the Farmers Home Administration Finance Office records which generally will be the same as the post office address shown above.

(33) If any provision of this instrument or application thereto to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 24 day

of January 1979.

"This instrument also secures the recapture of any interest credit or subsidy which may be granted to the borrower(s) by the Government pursuant to 42 U.S.C. 1390A."

Witness

(SAL)

Witness

(SAL)

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