(9) To maintain improvements in good repair and make repairs required by the Government; to keep the property in a good 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 covered hereby, or without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, or other minerals except as may be necessary for ordinary domestic purposes.

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

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the 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, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling and conveying the property.

(12) 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 consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) 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.

(14) The Government may extend and defer the maturity of and renew and reamortize 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, without affecting the lien or priority hereof or the liability of the Government, of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) 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 stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) 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.

(17) SHOULD DEFAULT occur in the performance or observance of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower be adjudged 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 declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, pay for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, and upon application by it and production of this instrument, without notice of hearing or of any application, have a receiver appointed for the property, with the usual powers of receivers in like cases, all pursuant to this instrument as provided herein or by law and in equity, and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order: (a) to the payment of costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) junior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to and insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of 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 [illegible] Borrower owing to and insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future State laws providing for valuation, appraisal, homestead or exemption of the property, or providing for extension or stay of execution of a judgment or limiting the amount thereof or the time within which such action may be brought or prosecuted, or providing for the valuation, appraisal or marshaling of assets, or providing any right of redemption or possession following any foreclosure sale, or limiting the conditions which the Government may be entitled to 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 renounces all rights to [illegible] of dower, curtesy and courtesy.

(20) If any part of the loan 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 (hereinafter called "the dwelling"), Borrower intends to occupy the dwelling and has obtained the Government's consent to do so. Borrower represents that any representations made by Borrower in the application for the loan are true and correct. Borrower will occupy the dwelling as his principal residence within a reasonable time after the date of this instrument, and will continue to occupy the dwelling as his principal residence for a period of not less than one year. Borrower will not rent or lease the dwelling without the written consent of the Government. Borrower will maintain the dwelling in good condition and repair, and will not permit any material alteration of the dwelling without the written consent of the Government. Borrower will comply with all applicable laws, ordinances, and regulations affecting the dwelling. Borrower will pay any reasonable costs incurred by the Government in connection with the enforcement of this paragraph.

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

(22) Notices given pursuant to this instrument shall be in writing. Notices to Borrower may be addressed to him at the address stated herein or any other address designated in a notice to the Government by Borrower. Notices to the Government may be addressed to the Farmers Home Administration, United States Department of Agriculture, at Columbia, South Carolina, [illegible] or any other address designated in a notice to Borrower by the Government. Any notice to Borrower or the Government 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 of any provision of this instrument 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 Borrower's hand and sealed this instrument on the day and year first above written.

February 9 79

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. 1490A

Signed, Sealed and Delivered in the presence of:

Witness

Witness

Joseph S. Porter (SEAL)

Heidi T. Porter (SEAL)

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