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(9) To maintain improvements in good repair and make repairs required by the Government to operate the property in a good and husband-like 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, lossening or impairment of the security covered hereby, or without the written consent of the Government, cut, remove, or lease any timber, gravel, gas, coal, 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 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 secured 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 restructure the debt evidenced by the note and any indebtedness to the Government secured hereby, release its liability to the Government and its agents, 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 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 insolvent, 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) for the amount of Borrower's principal and pay reasonable expenses for repair, maintenance, and care possession, operation or rent of the property, or (c) in application by it and production of this instrument, without notice of hearing, if said application, have a receiver appointed for the property with the usual powers of receivers in like cases, to enforce this instrument as provided herein, and to exercise 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 to the payment of costs and expenses incident to enforcing or complying with the provisions hereof, to any other amounts required by law to be so paid, to the debt evidenced by the note and all indebtedness to the Government secured hereby, to any other debts or claims required by law to be so paid, and to the Government's option any other indebtedness of Borrower with the Government, and if any balance remains in Borrower's favor, the balance shall be returned to Borrower. The Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by borrowing such amount from a lender of its own choosing and in the order provided above.

(19) Borrower agrees that the Government will not be bound by any present or future State laws, tax provisions, or valuation appraisal, by statute or exemption of the property, or a prohibition, limitation, or restriction on the determination of the amount thereof at the time within which such amounts may be paid, or any other law or regulation which may be applicable to the determination of such amounts following any foreclosure sale or execution sale, and that in the event of such a law or regulation, including the interest rate it may change, as a condition of appraising a portion of the property to a lien hereunder, Borrower expressly waives the benefit of any such State law. Borrower hereby relinquishes, waives, and releases all rights, claims, and demands of law or equity in and out of court.

(20) If any part of the land for which this instrument was given shall be used to finance the purchase, construction, or repair of property to be used as a residence occupied by either party hereto, the dwelling in which Borrower intends to reside, and has obtained the necessary consent of the Government, Borrower, in order to ensure compliance with the provisions hereof, will, after receipt of a final title report, execute and record, in favor of the Government, a deed in fee simple, with covenants, conditions and restrictions, including the interest rate it may change, as a condition of appraising a portion of the property to a lien hereunder, Borrower expressly waives the benefit of any such State law. Borrower hereby relinquishes, waives, and releases all rights, claims, and demands of law or equity in and out of court.

(21) This instrument shall be subject to the provisions of Sections 2473 and 2474 of the Internal Revenue Code and to any future modification or amendment with the express purpose hereinof.

(22) Notices and other communications to be given hereunder shall be given to the Borrower at the address set forth in this instrument, or at such other address as is designated in a written communication to the Government by the Borrower, or at the address of the United States Department of Agriculture, at Washington, D.C. 20250, or at the address of the Borrower, if any, at the address shown in the Farmers Home Administration Loan Application File, or at such other address as is designated in a written communication to the Government by the Borrower.

(23) If any provision of this instrument is invalid, unenforceable, or otherwise ineffective in any jurisdiction, such invalidity shall not affect other provisions or applications of this instrument which are enforceable. This instrument also secures the recapture of any interest credit or subsidy which may be granted to the borrowers by the Government pursuant to 42 U.S.C. 1490a.

IN WITNESS WHEREOF, Borrower has hereunto set her hand and seal, this 20th day of February 1979.

February 20, 1979
Signed, Sealed, and Delivered in the presence of _____
_____ STATE
_____ STATE
