

-1345-275

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.
(7) To pay when due all taxes, liens, judgments, encumbrances and assessments lawfully attaching to or assessed against the property and promptly deliver to the Government without demand receipts evidencing such payments.
(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.
(9) To maintain improvements in good repair and make repairs required by the Government, operate 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, 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 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 part 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, consent, partial releases, set aside, and satisfy, 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 restructure the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so 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 to the Government of Borrower. In any other party to 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 fails to make or obtain a loan from a bank or other credit association, a Federal land bank, or other responsible corporation or private creditors, or to obtain title rights and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and/or obtain a loan or credit, letter of credit, or any other arrangement to pay the note and any indebtedness secured hereby, and to pay for any title or escrow to be performed in a private lending agency in connection with such loan.
(16) Default hereunder shall constitute default under any other real estate, or undebt 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 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 foreclose the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) if the amount of Borrower's note and payable title expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without notice of hearing of said 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 (e) sue, and enforce all, 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 all costs and expenses incident to enforcing or complying with the provisions hereof, (f) any prior liens required by law to be paid, (g) the debt evidenced by the note and all indebtedness to the Government secured hereby, (h) inferior liens of record required by law or a competent court to be so paid, (i) at the Government's option, any other indebtedness of Borrower arising or incurred by the Government, and (j) 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 to credit the sum amount on any debts of Borrower owing to or insured by the Government, in the order presented above.
(19) Borrower recognizes that, pursuant to Federal law, the Government will not be bound by any present or future State laws, (a) according for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof at the time within which such action may be brought, (c) presenting any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, (e) limiting the conditions which the Government may by regulation impose, including the circumstances under which, as a condition to approving a transfer of the property to a new Borrower, Borrower expressly waives the benefit of any such State law.
(20) If any part of the plan 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, herein called "dwelling", and if Borrower intends to sell, let, rent the dwelling and has obtained the Government's consent to do so, an application for a certificate of occupancy of the dwelling, will, after receipt of a bona fide offer, refuse to negotiate for the sale, rental, or lease of the dwelling, and will not accept any offer to sell the dwelling to anyone because of race, color, religion, or national origin, and (b) Borrower will not discriminate against any person, his heirs, and assigns, and will not imply with or attempt to enforce any restrictive covenants in dwelling relating to race, color, religion, or national origin.
(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations of inconsistent with the express provisions hereof.
(22) 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 so given, in the case of the Government, Farmers Home Administration, United States Department of Agriculture, at Columbia, South Carolina 29201, and in the case of other persons, by mail to the address stated above.
(23) If any provision of this instrument or application thereto to any particular circumstance is held invalid, such invalidity will not affect other provisions or applications of the instrument, which will be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Both parties have signed this instrument and affixed their signatures thereto, this day and year first above written.

and the last one was
the 26th of October.
Wm. H. Allen

Peter Schaller.....(SEAL)
W. Schaller.....(SEAL)

323 RV-2