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- 7. To use the land covered by the note solely for purposes authorized in the agreement.
- 8. To pay when due all taxes, liens, judgments, and other assessments lawfully levied against the property and promptly deliver to the Government without demand receipts for such payments.
- 9. To keep the property insured as required by and under any law, regulation, or order of the Government.
- 10. To maintain improvements on and repair and make repairs required by the Government on the property in a good and proper manner 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 it to be waste, or to be in a state of neglect or disrepair, without the written consent of the Government, but to use the same as a home, or as a place of business, or for other purposes necessary for ordinary domestic purposes.
- 11. To comply with all laws, ordinances, and regulations affecting the property.
- 12. To pay or reimburse the Government for expenses reasonably necessary for the protection of the land and property hereof and to the enforcement of the provisions hereof and to the fulfillment of any supplementary agreement, whether before or after default, including but not limited to costs of evidence of title, assessments, title insurance, fire and theft and other instruments, attorneys' fees, trustees' fees, judgments, and expenses of advertising, sale and delivery to the property.
- 13. Neither the property nor any part thereof or interest therein shall be leased, conveyed, sold, transferred, encumbered, or otherwise disposed of without the written consent of the Government. The Government shall have the right and authority to sell as mortgagee hereunder, including but not limited to the power to substitute, to assign, to release, to discharge, and to satisfy, and insured holder shall have an equitable interest in the proceeds hereof.
- 14. 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.
- 15. The Government may extend and defer the maturity of any taxes and liens on the debt secured by the note of any indebtedness to the Government secured hereby, release from liability to the Government any parties liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the validity hereof or the liability to the Government of Borrower or any other party to the payment of the note or indebtedness secured hereby, except as specified by the Government in writing.
- 16. If at any time it shall appear to the Government that Borrower is unable to pay the note or that the note is not being paid in a Federal land loan program, the Government may, at its option, require the note to be paid in cash or by other means, and periods of time. Borrower will sign the Government's request, apply for and accept a loan, and pay the note in full, and as an indebtedness secured hereby, and will pay for any other expenses incurred by the Government in connection with such loan.
- 17. 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.
- 18. 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 legal guardian be appointed, or make an assignment for the benefit of creditors, the Government at its option, with or without notice, may at any time take the entire amount outstanding under the note and any indebtedness to the Government hereby secured immediately due and payable, and the amount of the note and any indebtedness to the Government hereby secured, together with all interest thereon, and pay reasonable expenses for repairs or maintenance of and take possession of, operate and control the property, and all instruments and documents of title 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. It shall execute this instrument as provided herein in full, and all other rights and remedies as provided herein or in any present or future law.
- 19. 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, to any taxes and liens required by law to be paid, to the debt evidenced by the note and any indebtedness to the Government secured hereby, to interest and other charges required by law to be paid, to the debt evidenced by the note and any indebtedness to the Government secured hereby, to the balance of the proceeds, if any, to the Government, and if any balance to Borrower. At the time of any other sale of all or 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, including such an amount as will pay the debt of Borrower owing to the Government, as the order presented herein.
- 20. Borrower agrees that, pursuant to Federal law, the Government may, at its option, at any time, in future State laws, or providing for valuation, appraisal, or appraisal in connection with the property, or providing, in connection with the property, a judgment on limiting the amount thereof in the time within which such action may be brought, or providing any other statute of limitations, or allowing any right of redemption or extension of time for redemption, or any other statute of limitations which the Government may by regulation impose, including the interest rate, the principal, and any condition of sale, with a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such law.
- 21. 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 unimproved dwelling interest, called the dwelling interest, Borrower agrees to use the dwelling and tax obtained the Government's consent to do so, and neither Borrower nor any person claiming through him, or after his death, his heirs, assigns, or assigns, shall, in any way, refuse to negotiate for the sale or interest in the property, or to execute any instrument relating to the dwelling interest, because of race, color, religion, or national origin, and shall not agree to any condition of sale, or to any instrument, which purports to enforce any restrictive covenants on dwelling relating to race, or to the religion, or national origin.
- 22. 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.
- 23. 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 to government, to the care of the Director, Farmers Home Administration, United States Department of Agriculture, at Columbia, South Carolina 29201, and in the case of Borrower to the address and post office address stated above.
- 24. If any provision of this instrument or application hereof 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 his hand and seal, and the Government has hereunto set its hand and seal, this _____ day of _____, 19____.

Witness

Witness

(SEAL)
Russell Alan Loudermilk

(SEAL)
Joyce K. Loudermilk

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