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- 8. To use the land extended to their use solely for the purposes of the Government;
- 9. To pay when due all taxes, liens, judgments, mortgages and assessments lawfully and properly assessed against the property and promptly deliver to the Government without delay the required payments;
- 10. To keep the property insured as required by and in conformity with the laws and regulations of the Government;
- 11. To maintain improvements and to repair and make repairs required by the Government, operate the property on a non-profit basis, maintain the same in conformity with such laws, regulations, orders and farm and home management plans as the Government may prescribe, and not to abandon the property or cause it to be wasted, neglected or impeded in any way, and to use the same without the written consent of the Government, but to use the same for other purposes, including the sale of the same, if such use is necessary for or in the best interests of the Government;
- 12. To comply with all laws, regulations and orders of the Government;
- 13. To pay or reimburse the Government for expenses reasonably incurred by the Government in the carrying out of the laws and provisions hereof and to be enforcement of the same, and with the provisions hereof and of the laws and regulations of the Government, whether before or after default, including but not limited to costs of residence, travel, and surveys of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, including costs of advertising the property;
- 14. Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, encumbered, hypothecated or otherwise dealt with in any way without the written consent of the Government. The Government may, in its sole and exclusive judgment, purchase the property or any portion thereof, and the purchase price shall be determined by the Government, and the purchase price shall be paid to the Government in full at the time of purchase;
- 15. At all reasonable times the Government and its agents may inspect the property, as herein, hereafter, covenants and agreements contained herein or in any supplementary agreement and be so performed;
- 16. The Government may extend and defer the maturity of the debt and term of the debt, if any, incurred by the note or any indebtedness to the Government secured hereby, release from liability to the Government and parties to the same, thereby releasing portions of the property from and subordinate the lien thereof, and waive any other rights hereunder without affecting the lien of this deed, in the liability to the Government of the Government, and the parties to the same, of any indebtedness secured hereby, except as specified by the Government in writing;
- 17. If at any time it shall appear to the Government that the borrower has failed to comply with the provisions of this deed, or if a Federal land bank or other responsible governmental agency or other authority shall have taken any action which would result in the suspension and proceeds of the borrower shall be used by the Government to pay the debt, or if the Government shall determine that the borrower is and any indebtedness secured hereby, and if paid to the Government, the Government may, in its sole and exclusive judgment, purchase the property or any portion thereof;
- 18. 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 the borrower, and default under any such other security instrument shall constitute default hereunder;
- 19. SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, in which any one of the parties named as Borrower do or be declared as incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government at its option, without notice to the borrower, may, in its sole and exclusive judgment, take any action to enforce the debt secured hereby, and may take possession of, operate or sell the property, or any portion thereof, and pay the expenses for repair or maintenance of and take possession of, operate or sell the property, or any portion thereof, and proceeds of this instrument, without notice of hearing of said application, to a receiver appointed for the property, with the usual powers of receivers in like cases, to foreclose this instrument as provided hereunder by law, and to sell the property and all other rights and remedies provided hereunder by present or future law;
- 20. The proceeds of foreclosure sale shall be applied as follows: (a) to the payment of all costs and expenses incident to enforcing or complying with the provisions hereof, (b) any proceeds not so required by law, in any competent court, to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) interest on the debt so required by law, (e) any amount found to be so paid, (f) at the Government's option, any other indebtedness of the borrower owing to the Government, and (g) any balance to the borrower. At the time of any other sale of all or any portion 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 any amount of any debt of the borrower owing to the Government, if the Government so elects;
- 21. Borrower agrees that, except as hereinafter provided, the Government shall be bound by the laws, regulations and orders of the state laws, a providing for valuation, appraisal, homestead or exemption of the property, or prohibiting mortgages, or that a lien for a deficiency judgment or limiting the amount thereof, or the time within which a lien may be brought, or prohibiting any other statute of limitations, or allowing any right of redemption or possession or having any effect in the foreclosure sale of the property, and that the Government may by regulation impose, including the interest rate, a maximum price, and other conditions, including a transfer of the property to a new borrower. Borrower expressly waives the benefit of any such laws;
- 22. 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, then, in the event of a foreclosure sale of the property, the borrower, if the dwelling and has obtained the Government's consent to the sale, shall be deemed to have agreed to sell the property, and shall not be entitled to a bona fide offer, refuse to negotiate for the sale of the property, or to any other action, and shall be deemed to have agreed to sell the property because of sale, collection or national or general bankruptcy, and shall be deemed to have agreed to sell the property because of sale, collection or national or general bankruptcy, and will not comply with an attempt to enforce any restrictive covenants in the deed relating to the sale of the property, or to any other action;
- 23. This instrument shall be subject to the present and future laws, regulations, orders and future regulations not inconsistent with the express provisions hereof;
- 24. Notices given hereunder shall be sent to the following address, unless otherwise addressed, unless and until some other address is designated in a notice to give effect to the provisions hereof: Attention: United States Department of Agriculture, at Columbia, South Carolina 29201, and in the case of the borrower, at the post office address stated above;
- 25. If any provision of this instrument or application thereof to any person or circumstance is held invalid, such invalidity will not affect the provisions or application of this 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, the undersigned have hereunto set their hands and seals, and the seal of the Government, this _____ day of _____, 19____.

[Signature] (SEAL)
[Signature] (SEAL)

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