

This is the same property conveyed to Lewis Smart, Jr. and Patti B. Smart by J. H. Morgan by deed of even date to be recorded herewith.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer or conveyance of any part thereof or interest therein, including but not limited to payments for property taken by eminent domain—all of which are hereinafter called said property;

**TO HAVE AND TO HOLD** said property unto the Government and its assigns forever.

**BORROWER** for himself, his heirs, executors, administrators, successors and assigns, **WARRANTS THE TITLE** to said property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, **AGREES TO PAY** when due the indebtedness hereby secured and, so long as any such indebtedness remains unpaid, **COVENANTS AND AGREES TO:**

- (1) pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against said property and promptly deliver to the Government without demand receipts evidencing such payments;
- (2) keep said property insured as required by and under policies approved by, delivered to, and retained by the Government;
- (3) maintain improvements in good repair and make repairs required by the Government; operate said 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 abandon said 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;
- (4) if this instrument secures a "Farm Ownership" loan as identified in Farmers Home Administration regulations, personally operate said property with his own and his family labor as a farm and for no other purpose, and not lease said property or any part of it, unless the Government consents in writing to another method of operation or to a lease;
- (5) comply with all laws, ordinances, and regulations affecting said property;
- (6) pay or reimburse the Government for expenses reasonably necessary or incidental to protection of the lien and priority hereof and to enforcement of or compliance with the provisions hereof and of any instrument secured hereby (whether before or after default), including but not limited to costs of evidence of title to and survey of said property, costs of recording this and other instruments, attorneys' fees, trustees' commissions, court costs, and expenses of advertising, selling, and conveying said property;

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