center of said road, N 80-28 W, 176.2 feet to corner on lands of Fuller and Bennett; thence continuing along center of said road on the same course 564.3 feet to corner; thence leaving road and running along the line of property of W. B. Bennett, Jr., S 21-00 W, 3627.7 feet to iron pin; thence S 76-00 E, 105.6 feet to an iron pin; thence S 75-45 E, 304.9 feet to corner in Bakers Creek; thence down Bakers Creek as the line by courses and distances as follows, to-wit: S 7-33 E, 431.6 feet, S 22-21 E, 379.5 feet, S 83-18 E, 108.9 feet, S 27-12 E, 244.9 feet, S 68-20 E, 330 feet, thence still along said branch, S 85-03 E, 134.6 feet to the beginning corner.

May 19, 2007

together with all rights, interests, easements, hereditaments and appuntenences 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, conveyance, or condemnation of any part thereof or interest therein—all of which are herein called "the property";

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

BORROWER for himself, his heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES AS FOLLOWS:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured lender, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay the Government any initial fees for inspection 森林 apprints al, and any delinquency charges, now or hereafter required by regulations of the Farmers Home Administration.

(3) At all times when the note is held by an insured lender, any amount due and unpaid under the terms of the note, less the amount of any annual charge, may be paid by the Government to the holder of the note as provided in the note and insurance endorsement for the account of Borrower. Any amount due and unpaid under the terms of the note, whether it is held by the Government or by an insured lender, may be credited by the Government on the note, and thereupon shall constitute an advance by the Government for the account of Borrower. Any advance by the Government as described in this paragraph shall bear interest at the note rate from the date on which the amount of the advance was due to the date of payment to the Government.

~~1058 Red 105