

BEGINNING AT AN IRON PIN SIX INCHES BACK OF THE SIDEWALK ON THE WESTERN SIDE OF OLD BUNCOMBE ROAD, SAID IRON PIN BEING 251 FEET SOUTHEAST FROM THE CENTER OF WILLIAMS CIRCLE AT THE INTERSECTION OF WILLIAMS CIRCLE AND THE WESTERN SIDE OF OLD BUNCOMBE ROAD AND RUNNING THENCE WITH THE LINE OF PROPERTY NOW OR FORMERLY OF JESSIE E. LEAGUE N. 84-45 W. 281.5 FEET TO AN IRON PIN, THENCE CONTINUING WITH THE PROPERTY OF JESSIE E. LEAGUE S. 1-00 E. 212.3 FEET TO AN IRON PIN; THENCE N. 63-00 W. 463 FEET TO A POINT; THENCE IN A NORTHEASTERLY DIRECTION 275.5 FEET, MORE OR LESS, TO A POINT ON THE SOUTHEASTERN SIDE OF WILLIAMS CIRCLE; THENCE WITH WILLIAMS CIRCLE S. 85-00 E. 466 FEET TO A POINT; THENCE S. 2-00 E. 175.6 FEET TO AN IRON PIN AT THE CORNER OF PROPERTY NOW OR FORMERLY OF JOHN CALVIN LANGLEY; THENCE S. 84-45 E. 195 FEET TO AN IRON PIN SIX INCHES BACK OF SIDEWALK ON OLD BUNCOMBE ROAD; THENCE S. 2-15 E. 70 FEET ALONG SIDEWALK ON OLD BUNCOMBE ROAD TO AN IRON PIN, THE POINT OF BEGINNING.

Borrower covenants and agrees that it will not discriminate, or permit discrimination by any agent, lessee, or other operator, in the use or occupancy of the housing or related facilities financed in whole or in part with the loan in connection with which this instrument is given, because of race, color, creed, or national origin. *CBM*

This instrument also secures the obligations and covenants of Borrower set forth in Borrower's Loan Agreement of December 12, 1969, which is hereby incorporated herein by reference. *CBM*

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, 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 WARRENTS 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 such fees and other charges as may now or hereafter be 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 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.