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(9) To maintain improvements in good repair and make repairs required by the Government to operate the property in a good and husband-like manner, comply with such farm conservation practices and farm and home maintenance plans as the Government from time to time may prescribe, and not to abandon the 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.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default, including but not limited to costs of confidence of title to any survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property).

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) 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.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability of the Government or Borrower or any other party for payment of the note or indebtedness secured hereby, except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, Federal land bank, or other responsible co-operative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a co-operative lending agency in connection with such loan.

(16) 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.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government at its option, with or without notice, may (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured to be immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without notice of hearing, (1) said application have a receiver appointed for the property, with the usual powers of receivers in like cases, (2) foreclose this instrument as provided hereunder by law, and (3) exercise any and all other rights and remedies provided hereunder by present or future law.

(18) The proceeds of forced sale shall be applied in the following order to the payment of (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any priorities required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) other liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower, with or without interest, and (f) any balance to Borrower. At forced sale or other sale of all or any 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 by crediting such amount to any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future State laws (a) providing for valuation, appraisal, homestead, or exemption of the property, (b) prohibiting or limiting the amount of a deficiency judgment or limiting the amount thereof or the time within which such debt may be brought, (c) prescribing any other rules of procedure, (d) allowing any rights of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State law. Borrower hereby relinquishes, waives, and conveys all rights, including those of a descendant, dower, and duffess.

(20) If any part of the land 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 thereon, called "the dwelling", and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so, the holder, Borrower, or anyone authorized to act for him, will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will, if necessary, make any modification to the offer or dwelling, only because of a change in the sex or national origin, and if Borrower requires general and particular covenants and conditions which apply with or without attempt, and all restrictive covenants on dwelling relative to race, color, religion, sex, or national origin.

(21) 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.

(22) 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 as herein provided, to the Government at Farmers Home Administration, United States Department of Agriculture, at Columbia, South Carolina 29204, and in the case of Borrower to him at the address shown in the Farmers Home Administration Finance Office records, which normally will be the same as the present address shown above.

(23) If any provision of this instrument or application thereof to any person or circumstances 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.

* See (24), (25) and (26) hereinafter stated.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand and seal this 22th day of January, 1979.

January 22, 1979

By: Richard K. Bernstein
MOUNTAIN INN Co., an Ohio Limited Partnership

By: Richard K. Bernstein
Richard K. Bernstein, General Partner

By: Richard K. Bernstein
Richard K. Bernstein, General Partner and
The Bergstein Group, Inc., an Ohio corporation,
its General Partner

By: Richard K. Bernstein
Richard K. Bernstein, President

By: Gerald G. Roemer
Gerald G. Roemer, Corporate Secretary

Signed, Sealed, and Delivered in the presence of
[Signature]
[Signature]

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