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(9) To maintain improvements in good repair and make repairs required by the Government, operate the 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 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 hen and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplemental agreement ("either before or after default, including but not limited to costs of evidence 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 hen 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 supplemental agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and restructure the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party liable thereon, release portions of the property from and subordinate the hen hereof, and waive any other rights hereunder, without affecting the hen 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, a Federal land bank, or other responsible cooperative 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 cooperative 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 issued 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 an 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 immediately due and payable, (b) sue 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 or said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) rescind this instrument as provided herein, (e) by law, and in addition to and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of taxes and expenses incident thereto, or in complying with the provisions hereof, (i) any grants held, required by law or a competent court to be so paid, (ii) the debt evidenced by the note and all indebtedness to the Government secured hereby, (iii) amounts required by law or a competent court to be so paid, (iv) at the Government's option, any other indebtedness of Borrower which is incurred by the Government, and (v) any balance to Borrower. At foreclosure 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 bidding such amount as may be necessary to secure Borrower's claim to be satisfied by the Government, in the order presented above.

(19) Borrower agrees that the Government shall not be bound by any present or future State law or providing for valuation, appraisal, homestead or exemption of the property, or prohibiting maintenance of an action for deficiency judgment or limiting the amount thereof at the time within which such action may be brought, or prescribing any other statute of limitations, or dealing with any rights of redemption or re-crown following any foreclosure sale, so long as it does not conflict with the conditions which the Government may by regulation impose, including the interest rate it may choose, as a condition of applying a trustee 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, title, interest, and claim to, in and to, the property, in descent, dower, and curtesy.

(20) If any part of the property for which this instrument is given is used to construct the purchase, construction, or repair of property to be used as an owner-occupied dwelling there called "the dwelling" and the Borrower intends to sell and the dwelling and has obtained the Government's consent, such dwelling shall not be subject to the authority of the Commissioner, valuer or agent of a local office, their value to the State for the sale or rental of the dwelling, or with the use made thereon, or for the purpose of valuation, or for the purpose of taxation, or for tax collection, and it shall be exempt from all taxes and fees as a dwelling and shall be exempt from all attempts to enforce any restrictive covenants or capping relating to the dwelling or the property in which it is situated.

(21) This instrument shall be subject to the present regulations of the Bureau of the Administration, and to any future regulations not inconsistent with the express provisions hereof.

(22) Notices given hereunder shall be given by certified mail, postage prepaid, to the last address shown on the instrument, or to the United States Department of Agriculture, at 4, Jenkins Street, Washington, D.C., or to the last known address of the borrower, or in the Farmers Home Administration office, or to the post office, or to the place of business of the person to whom notices are given.

(23) If any provision of this instrument is invalid or illegal, the remaining provisions of this instrument is held valid, such invalidity will not affect other provisions of this instrument, or the instrument, which is to have effect without the invalid provision or application, and to that end the provisions hereof are to be severable.

IN WITNESS WHEREOF, Borrower has signed and affixed his signature and seal the day of the month and year indicated below and until the other

February 1961. 16. This instrument also secures the recapture of any interest credit or subsidy which may be granted to the borrowers by the Government pursuant to 42 U.S.C. 1490A."

Signed, Sealed, and Delivered in the presence of:

John S. Dreher

Tijuna J. Dreher

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