

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and manlike 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 without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be permitted 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 hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement before or after default, including but not limited to costs of evidence of title to any survey of the property, costs of recording this instrument, 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 right to mortgage hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfactions. 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 conditions 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 other instrument secured hereby, release from liability to the Government any party so liable thereon, release portions of the debt from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability of 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 cooperative or private credit source, at reasonable rates and terms for loans for similar periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the 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 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 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 indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of evidence of default, without notice of hearing of said application, have a receiver appointed for the property, with the usual powers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses of enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the indebtedness evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior 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 owing to or insured by the Government, and (f) to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase the property and may pay the Government's share of the purchase price by crediting such amount on 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 of the homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) allowing any rights of redemption following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the 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 State law. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of a dwelling to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has not obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for him, will, after receipt of a bona fide offer to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, sex or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any covenants on dwelling relating 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 which are 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 another address is designated in a notice so given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Columbia, South Carolina 29201, 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 post office address shown above).

(23) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity shall 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.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 22

of February, 19 79

"This instrument also secures the recapture of any interest credit or subsidy which may be granted to the borrower (s) by the Government pursuant to 42 U.S.C. 1490A".

Signed, Sealed, and Delivered in the presence of:

[Signature]
(Witness)

[Signature]
(Witness)

Mary D. Hawkins
Mary S. Hawkins

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