

AND THAT:

- (7) any amounts required herein to be paid by Borrower to the Government, or paid by the Government and thereafter shall be secured hereby, best interest at the rate from time to time fixed by the Government only one per cent, or, if more than one is described above and secured hereby, at the rate from time to time selected by the Government, in its sole discretion, and be immediately due and payable by Borrower to the Government, in liquid measure at the place designated in the note;
- (8) neither said property nor any portion thereof, or interest therein, shall be assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government;
- (9) at such reasonable times the Government and its agents may inspect said property to ascertain whether the requirements hereof are being met;
- (10) the Government may extend and defer the maturity of and renew and remortgage any debt secured hereby, release from liability any party liable hereon and release portions of said property from and subordinate the lien hereon, and waive any other rights hereunder, without affecting the lien or priority heretofore or the liability of Borrower or any other party for payment of said debts except as specified by the Government in writing;
- (11) 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;
- (12) SHOULD BORROWER, or any one of the persons herein called Borrower, DEFAULT in payment of any debt or performance of any covenant by Government hereby secured or herein contained, or 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 all debts hereby secured 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 and rent, said property, (c) upon application by it and production of this instrument, without other evidence and without notice or hearing of said application, have a receiver appointed for said property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided by law, and (e) enforce any and all other remedies provided herein or by present or future law;
- (13) at foreclosure or other sale of all or any part of said 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 on any debts of Borrower owing to or insured by the Government, in the order prescribed in paragraph (14);
- (14) the proceeds of foreclosure sale, after being applied to the payment of costs and expenses incident to enforcing or complying with the provisions hereof, any prior liens required by law or a competent court to be so paid, and all indebtedness secured hereby, shall be applied in the following order: to the payment of: (a) inferior liens of record required by law or a competent court to be so paid, (b) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (c) any balance to Borrower;
- (15) as against the indebtedness hereby secured, with respect to said property, and to the extent permitted by law, Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummated, of descent, dower, curtesy, homestead, valuation, appraisal, redemption, and exemption to which Borrower is or becomes entitled under the laws and constitution of the jurisdiction where said property lies;
- (16) 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;
- (17) notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, until some other 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 his post office address stated above.

TEXAS HOME OWNERSHIP

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) the day and year first above written.

Signed, sealed, and delivered in the presence of:

James F. Gilbreath
WITNESS
Dated: 10/14/44
Witness
Doris C. Johnson

Charles Burnside
Charles Burnside [SEAL]
WITNESS
Dated: 10/14/44
Witness
Charles Burnside

100-6138-22
YELLSHAW OR GILBREATH
TENNESSEE