

(1) To collect the note or notes so secured by the Government, and Government may at any time pay any other amounts required herein to be paid by Borrower, and to sue and collect costs and expenses for the preservation, protection, or enforcement of this instrument, or for the account of Borrower, and pay reasonable attorney's fees and interest at the rate borne by the note which has the highest interest rate.

(2) All advances by the Government on account of this instrument with interest, shall be immediately due and payable by Borrower to the Government within ten days of the date advanced on the instant note and shall be setoff hereby. No such advances by the Government shall affect the maturity date of the instrument or note. Such advances, with interest, shall be repaid from the first available collateral received from Borrower. Otherwise, any payment made by Borrower may be applied on the debt or any indebtedness to the Government in the order of priority set forth in the Government's notes.

(3) To have and hold all taxes, license, assessments, and impositions lawfully attaching to or assessed against the property and property delivered to the Government without demand and accept liability concerning such payments.

(4) To keep the property in good repair and make improvements required by the Government; operate the property in a good and husbandmanly manner, conforming to local laws, commercial practices and farm and home management plans as the Government from time to time may prescribe and to use the property in the same or similar manner as permitted by the security covered hereby, or, without the written consent of the Government, enter, possess, or lease, any timber, mineral, oil, gas, coal, or other minerals except as may be necessary for ordinary agricultural purposes.

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

(6) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the land and priority hereof, and to the enforcement of or the compliance with the provisions hereof and of the note and any supplemental agreement (whether before or after default), including but not limited to costs of evidence of title to and 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.

(7) 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 lender shall have any right, title or interest-in or to the lien or any benefits hereof.

(8) 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.

(9) 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 to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(10) 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.

(11) 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.

(12) SHOULD DEFAULT occur in the performance or discharge of any obligation 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) 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 or hearing or paid application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

(13) The proceeds of foreclosure 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 prior liens 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) 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) 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 crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(14) As against the debt evidenced by the note and any indebtedness to the Government hereby secured, with respect to the property, Borrower (a) hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, curtesy, homestead, valuation, appraisal, and exemption, to which Borrower is or becomes entitled under the laws and constitution of the jurisdiction where the property lies, and (b) hereby agrees that any right provided by such laws or constitution for redemption or possession following foreclosure sale shall not apply, and that no right of redemption or possession shall exist after foreclosure sale.

(15) 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.

(16) 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 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.

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:

*W. Allen Rees & Robert D. Alexander* (SEAL)  
*Barbara H. Collier* (WITNESS) (SEAL)