

(4) Whether or not the note is unpaid by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and all money thus paid due, as well as any costs and expenses for the preservation, protection, or enforcement of this note, as advances by the account of Borrower. All such advances shall bear interest at the rate stated by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable to Borrower to the Government without demand of the place designated in the latest note and shall be secured thereby. No such advances by the Government shall relieve Borrower from each of his covenants to pay. Such advances, with interest, shall be repaid from the first available collections received from Borrower. Otherwise, any payment made by Borrower may be applied on the note in any distribution to the Government required hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay over and all taxes, liens, judgments, encumbrances and assessments lawfully claiming to or asserted against the property and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and maintained by the Government.

(9) To maintain property in good repair and make repairs required by the Government; operate the property in a good and lucid manner; comply with such labor conservation practices and land and home management plans as the Government from time to time may prescribe and not to damage the property, or cause or permit waste, lessening or impairment of its usually current value, 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 incident to the publication of the note and notice hereof and to the enforcement of or the compliance with the provisions hereto and of the note and any supplementary agreement (whether before or after delivery, including but not limited to costs of evidence of title to and survey of the property, costs of recording title and other instruments, attorney fees, witness fees, court costs, and expenses of advertising, calling, and conserving the property).

(12) Neither this property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, except with the written consent of the Government. The Government shall have the sole and exclusive right of mortgages, hordeinder, indenture, and not limited to the power to grant consents, partial releases, assignments, and covenants, and as insured lender still have my right, title or interest in or to the loan 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 recompute the date evidenced by the note or any indebtedness to the Government, release from liability to the Government any party to whom title, revenue, revenue streams or the property from and subordinate the note, subject, and waive any other rights hereunder, without affecting the note or security interest 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.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a banking or credit association, a Federal land bank, or other comparable cooperative or private credit source or resources which will suffice for such purposes and periods of time, the Government will, upon the Government's request, apply for and arrange such loan in addition to or in addition to pay the note and any indebtedness thereof timely and to pay for any stock necessary to be purchased in a corporation having equity in connection with such loan.

(16) Default defined and constitutes default under any other real estate, or any other government property or other, equally, notwithstanding held or issued by the Government and executed or assumed by Borrower, and before which any such other or only indebtedness shall constitute default hereunder.

(17) SHOULD BORROWER FAIL, REFUSE OR THE PERFORMANCE OR DISCHARGE OF ANY OBLIGATION, OR FAIL BY HIS INABILITY, OR SHOULD ANY ONE OF THE PARTIES ADMIT OR PREDICT HE OR SHE IS FACED AS INCAPACITATED, A BANKRUPT, OR AN INSOLVENT, OR MAKE OR BE ENTHUSED FOR THE BENEFIT OF CREDITORS, THE GOVERNMENT AT ITS OPTION, WITH OR WITHOUT NOTICE, MAY (A) DECLARE THE ENTITLED AMOUNT UNDER THE NOTE AND ANY SUBORDINATE TO THE GOVERNMENT HERETO PAYABLE IMMEDIATELY DUE AND PAYABLE, (B) FOR THE ACCOUNT OF BORROWER NAME AND PAY REASONABLE EXPENSES FOR REPAIR OR MAINTENANCE OF AND FOR PROTECTION OF, UPKEEP OR REPAIR THE PROPERTY, (C) AGAINST BORROWER PAY IT AND ITS SUCCESSIVE OWNERS FOR REPAIR OR MAINTENANCE OF AND FOR PROTECTION OF, UPKEEP OR REPAIR THE PROPERTY, (D) AGAINST BORROWER PAY IT AND ITS SUCCESSIVE OWNERS, WITHOUT NOTICE OF HEARING OR DRAFT PRESENTATION, HAVE A RECEIVER APPOINTED FOR THE PROPERTY, WITH THE REVENUE STREAMS OR RECEIPTS THEREOF TO THE CREDIT OF (E) FORECLOSE THIS INSTRUMENT OR FORECLOSE DEEDS AS BY LAW, AND (F) ENFORCEMENT AND ALL OTHER RIGHTS AND REMEDIES PROVIDED HEREIN OR BY PROPER OR FUTURE LAW.

(18) The procedure of consequence note shall be applied in the following order in the sequence of (x), (y), (z) and expenses incident to enforcing or complying with the preceding note, (x) any provisions required by law in a compromise note to be so paid, (y) the debt evidenced by the note and all indebtedness to the Government secured hereby, (z) interest more or less than required by law or a competent court to be so paid, on the Government's option, any other indebtedness of Borrower owing or incurred by the Borrower, and (f) any balance to Borrower. If liquidation or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and they pay the Government's share of the purchase price by crediting such amount in any book of Borrower owing to or incurred by the Government at the price prescribed above.

(19) As against this note evidenced by the note and any indebtedness to the Government arising herefrom, with respect to the property, Borrower (a) hereby relinquishes, waives, and conveys all rights, interests or claimants, of himself, his wife, children, heirs, executors, administrators, valuation, appraisal, and estimation, to which Borrower is or becomes entitled under the laws and conventions of the Philippines where the property lies, and (b) hereby agrees that any right provided by such laws or conventions for replevin or possession following foreclosure sale shall not apply, and that the right of redemption or possession shall exist other laws notwithstanding.

(20) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to the future regulations not inconsistent with the express provisions hereof.

(21) Notices given pursuant shall be sent by certified mail, unless otherwise required by law, addressed, where and with other address is designated in writing by given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Columbus, Ohio 43201, and in the case of Borrower to him at his place of residence 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 witnessed in the presence of:

D. S. B. Hart
D. S. B. Hart
Witness
Witness

(Witness)
(Witness)

Thomas E. Hart
Thomas E. Hart
Witness
Witness
James D. Hart
James D. Hart
Witness
Witness

(Witness)
(Witness)