

- (6) To use the lien evidenced by the note solely for paying amounts due to the Government;
- (7) To pay when due all taxes, liens, judgments, encumbrances and assessments lawfully attaching to or assessed against the property, and promptly deliver to the Government without demand recievers evidence such payments;
- (8) To keep the property insured as required by and under insurance policies approved by, deliveted to, and retained by the Government;
- (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 lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether 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, substitutions, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits herein;
- (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 reamortize 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 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;
- (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 of loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for 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 banking 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 assigned 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 secured by this instrument, or should any one of the parties named as Borrower die or be declared incompetent, bankrupt, or insolvent, or make an assignment for the benefit of creditors, the Government at its option, with or without notice, may, or default the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (a) for the amount of Borrower's unpaid and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, upon application by court or partition of this instrument, without notice of hearing or sale application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (b) foreclose this instrument as provided herein or by law, and (c) entitle any 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 (a) costs and expenses incident to enforcing or complying with the provisions hereof; (b) any priorities 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) deficiencies of recent required by law or a competent court to be so paid; (e) the Government's option, and other indebtedness of Borrower which is caused by the Government, and (f) any balance to Borrower. At foreclosure or the 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 proceeds prior to, including such amount in any debts of Borrower owing or due by the Government, in the order given above;
- (19) Borrower agrees that pursuant to Federal law, the Government may, in addition to the payment of the State laws, as provided for valuation, appraisal, number of employees of the project, or providing maintenance of the land on a defensible judgment or holding the amount thereof in the note which is due and certain may be sought, or proceeding under other statute of limitations, or allowing any right of redemption, or otherwise following the foreclosure sale, or in holding the indebtedness which the Government may be obligated to impose, including the interest rate of the balance, as a unit if it appears to be inherent in the property to a new Borrower. Borrower expressly waives the benefit of any such State law;
- (20) If any part of the sum for which this instrument is given shall be used to finance the purchase, construction or repair of property, it shall be used as an undesignated funding before being called upon to do so, and if the property is to be sold, or the funding has been obtained the Government's interest in the property, or the right to receive payment of the same, shall be held in trust for the benefit of the Federal, State, regional, or national origin and/or Borrower, and shall be released to the same, and shall be simple with regard to enforce and collect the same in law, and in accordance with the same law;
- (21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations, to the extent consistent with the express provisions herein;
- (22) Notices given hereunder shall be given in writing to the address of the person to whom the instrument is given, addressed, unless otherwise directed, to the office or agency, or the case of a corporation, to the Farmers Home Administration, United States Department of Agriculture, at Columbia, South Carolina, except in the case of a corporation, to the office or agency, or the case of a corporation, to the address indicated;
- (23) If any provision of this instrument is held invalid or contrary to any law or regulations, such provision is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision in application, and in that event the provision so held invalid is deemed to be severable.

IN WITNESS WHEREOF, Borrower has signed and delivered the instrument and the same is acknowledged as follows:

Signed, Sealed, and Delivered in the presence of:

[Signature]

(Witness)

[Signature]

(Witness)

[Signature] Dated this _____ day of _____, 19_____. (SEAL)

[Signature] Dated this _____ day of _____, 19_____. (SEAL)