

1343 258

ପ୍ରମାଣ
ପତ୍ର
ପା
ତା

10. To use the funds derived from the sale of the property as provided in Article 19.

11. To pay after foreclosed amounts, amounts of unpaid taxes and assessments, and other amounts due and payable delivered to the Government in accordance with the terms of this instrument.

12. To keep the property in as good repair and condition as required by law, and to make all reasonable and prudent efforts to maintain the property in a safe and sanitary condition, and to keep the property in a manner suitable for habitation, and not to damage the property or cause waste, decay, or deterioration, without the written consent of the Government, for the period of time set forth above. See Article 19 for circumstances necessary for legitimate domestic purposes.

13. To comply with all laws, ordinances and regulations affecting the property.

14. To pay or reimburse the Government for expenses incurred in the collection of the debt evidenced and to the enforcement of the note and all other obligations evidenced by the instrument, whether before or after default, including but not limited to costs of collection, attorney's fees, costs of removal of personal property and other instruments, attorney fees, trustees fees, court costs and expenses, judgments, taxes, and interest, to present.

15. Whether the property has been sold or otherwise disposed of, to pay the Government the amount of the mortgage hereunder, including but not limited to the principal, accrued interest, taxes, insurance, and/or related holder(s) of title, and any other amounts due and payable to the Government.

16. At all reasonable times the Government and its agents may enter the property at any time during the period and agreements contained herein or in any supplementary agreement are duly performed.

17. The Government may extend and defer the maturity of the note and deem it to be the date of final indebtedness to the Government secured thereby, release from liability to the Government and release portions of the property from and subordinate the same to any other instrument or obligation which may be issued by the Government to the Government of Germany, Italy, France, or Spain, or to any other country or organization specified by the Government, at any time.

18. If at any time the note is subject to the provisions of the Federal Land Bank Act, or any other instrument or instrument of a Federal Land Bank or other responsible authority, the Government shall be relieved of liability to the Government for such uses and periods of time. However, will upon the occurrence of such event, and notwithstanding the same, the note and all indebtedness secured thereby, and to pay the Government the amount of the principal and interest due under such instrument with such bank.

19. Default hereunder shall constitute default under any other real estate, or other personal property, or other security agreement held or issued by the Government and executed or assumed by Borrower, and default under any other security instrument shall constitute default hereunder.

20. SHOULD IT FAIL TO occur at 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, or become insolvent, or make an assignment for the benefit of creditors, the Government at its option, with or without notice, may, at the time and place where the note and all other obligations under this instrument are due and payable, or at any time prior to or on demand for payment of the principal and interest due and payable hereunder, and for reasonable expenses for repair or maintenance of and take possession of, operate, or rent the property, or any part thereof, or any product of this instrument, without notice of hearing of said application, then a receiver may be appointed by the court, and the court may issue a decree of sale, to foreclose this instrument as provided herein or by law, and to enforce any and all other rights and remedies provided herein or by present or future law.

21. The proceeds of foreclosure sale shall be applied in the following order to the payment of all costs and expenses incident to enforcing or foreclosing upon the property hereunder, to any amounts accrued to law or a competent court to be paid, or the debt evidenced by the note and all indebtedness to the Government secured thereby, plus interest thereon accrued to law or a competent court to be so paid, at the Government's option, and other expenses of the Government, to be so paid, as are due to the Government, and the balance to Borrower. At foreclosure or other sale, if all or a part of the property, or any part thereof, is sold and purchased as a stranger and may pay the Government's share of the purchase price, the credit due and unpaid balance of Borrower owing to or accrued by the Government, in the order presented above.

22. Borrower recognizes that, pursuant to Federal law, the Government will not be bound by any present or future State laws, providing for valuations, appraisals, limitations or exemptions of the property, or prohibiting maintenance of an action for deficiency judgment or limiting the amount thereof, or the time within which such action may be brought, or prescribing any other statute of limitations, or allowing any right of redemption or power of drawing and foreclosing sale, or any other right the conditions which the Government may by regulation impose, including the interest rate, or any charges, as a condition of sale, or a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State law.

23. If any part of the loan for which this instrument is given shall be used to finance the purchase, construction, or repair of property to be used as an owner-occupied dwelling, Borrower called "the dweller," and if Borrower intends to sell, lease, the dwelling and has obtained the Government's consent to do so, and further, if Borrower has obtained such consent, will, after receipt of a bona fide offer, refuse to negotiate for the sale, or rental of the dwelling, or if there is no bona fide offer, the dwelling, or any part thereof, because of race, color, religion, or national origin, and if Borrower, at any time, violates this provision, and cannot comply with or attempt to enforce any restrictive covenants on dwelling relating to race, color, religion, or national origin.

24. 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 herein.

25. 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 signed by the user, to the Farmers Home Administration, United States Department of Agriculture, at Columbia, South Carolina 29201, and in the case of Borrower to him at his last known address stated above.

26. If any provision of this instrument or application thereto, or any portion of such instances as held invalid, such invalidity will 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 severable.

Signed, Sealed, and Delivered in the presence of

Subjects, objects, and predicates in the sentence are

Martha Jean Anderson

Martha Jean Anderson

... (SEAL)

4328 RV.23