

1407-Sub 220

- (9) To maintain improvements in good repair and make repairs required by the Government, operate the property in a good and husband-like 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, loss, damage 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 materials 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 hen and property hereunder 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, attorney's fees, trustee's 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, subordinations, and covenants, and no insured bidder shall have any right, title or interest in or to the hen 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 restructure 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 hereunder, and waive any other rights hereunder, without affecting the hen or priority hereof or the liability of the Government or 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 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.
- (16) 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.
- (17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared incompetent, a bankruptcy, or an insolvent, or make an assignment for the benefit of creditors, the Government at its option, with or without notice, may declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, due for the account of Borrower and pay reasonable expenses for removal or maintenance of and take possession of, operate or run the property, collection of past due rents and production of this instrument, without notice of hearing or aid of process, have a receiver appointed for the property, with the usual powers of receivers or take such action as this instrument so provided herein or by law, and recover attorney and all other rights and remedies provided herein or by present or future law.
- (18) The proceeds of forced sale sale shall be applied in the following order to the payment of taxes, costs and expenses incident to collecting or complying with the provisions hereof, the costs hereinafter required to have a competent court to be so paid, 1st, the debt evidenced by the note and all indebtedness to the Government secured hereby, 2nd, a receiver hereof so named by law or a competent court to be so paid, 3rd, at the Government's option, any other indebtedness of Borrower which may be incurred by the Government, and 3d, any balance to Borrower. At the date of sale 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 to judgment, suit or claim, and any debt or claim so incurred by the Government in the order prescribed above.
- (19) Borrower agrees that the Government will not be bound by any provision of future State laws concerning foreclosures, appraisal, liquidation or exemption of the property, or provisions in conflict with or affecting the documents, instruments, or limiting the amount thereof at the time within which such laws may be enacted, or by existing laws, that relate to foreclosures, appraisal, and/or redemption or possession to be made by any federal agency, or concerning the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of appraising or transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State law. Borrower hereby renounces waivers and releases all rights to such state or any state of residence of defendant hereunder, witness.
- (20) If any part of the property which this instrument covers shall be used or intended for the purchase, construction, or repair of property to be used as an owner-occupied dwelling, then, after the dwelling is built or is so intended to be used as the dwelling and has obtained the Government's consent, 2nd, to do either Borrower to pay the costs of construction and maintenance of the dwelling after receiving the funds due to him due to the care, expense, or the cost of the dwelling, or to have the same removed, or to have the same demolished, or to have the same sold, or to have the same converted, or to have the same altered and repaired, the Government will be entitled to and receive any restrictive covenants on dwelling relating thereto, as it may see fit, during the term of this instrument.
- (21) 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.
- (22) Not later than the first day of the month in which the note is due, the borrower shall file with the local office of the United States Department of Agriculture, at Fort Dodge, Iowa, a copy of the note and this instrument, and the address on which the Farmers Home Administration is located, and the name of the individual who will be responsible for the note. This affidavit is true to the best of my knowledge.
- (23) It is my opinion that this instrument is sufficient in itself to give priority or certain statutory or federal law, such invalidity will not affect other provisions of this instrument which shall remain valid without the invalid provision or appendage, and to that end the provisions hereof are valid and to be specific.

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IN WITNESS WHEREOF, Borrower has hereunto set his/her mark and subscribed this the 1<sup>st</sup> day of February, 1979.

February 1, 1979

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This instrument also secures the recapture of any interest credit or subsidy which may be granted to the borrower(s) by the Government pursuant to 42 U.S.C. 1490A.

Randy C. Martin

Brenda S. Martin

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