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(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, 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 land 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 covenants, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the land 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 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 benefits, and waive any other rights hereunder, without affecting the lien or priority heretofore of 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 insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEATH 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 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, or upon application by it and production of this instrument, without notice or hearing, (c) said application have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) declare this instrument as provided herein or by law, and re-enter the land 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) the costs and expenses incident to enforcing or complying with the provisions hereof, (b) any judgments recovered 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) interest accrued or required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower which is incurred by the Government, and (f) any balance to Borrower. At forced sale or otherwise, if 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 credit(s) such amounts as are determined, were owing to or owned by the Government, in the order described above.

(19) Borrower agrees that the Government will not be bound by any present or future State laws, or providing for valuation, appraisal, homestead or exemption of the property, or prohibiting maintenance of an action for deficiency judgment or limiting the amount thereof in the time within which such action may be brought, or prescribing any other statute of limitations, or delaying any and all of the foregoing or possession following any forced-sale sale, or terminating the conditions under which the Government may be compelled to impose, including the interest rate if any charged, as a condition of appraising a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State law. Borrower hereby relinquishes, waives, and releases all rights to institute or prosecute a deficiency judgment, if present, of law and consent.

(20) If any part of the land 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, herein called "the dwelling", and it is so intended, well and truly the dwelling and has obtained the Government's consent, the Government, Borrower, or the Government, may after default of the title, offer, refuse to accept, or sell to the title of the side or rear of the dwelling, with the exception of the portion of the dwelling given to the use of less than one-half of the dwelling, and if Borrower refuses to accept and fails to do so within a reasonable time, with or without notice, the Government may repossess the dwelling referred to in the title of the side or rear of the dwelling.

(21) This instrument shall be subject to the present regulations of the Farm Security Administration and to its future regulations and to all laws in accordance with the express provisions hereof.

(22) Notice given hereunder shall be given by certified mail, postage prepaid, unless and until the other address is designated in writing, or by the use of the instrument of delivery if the Farmers Home Administration and United States Department of Agriculture, or their successors, find it expedient in the case of a Borrower to have the address shown in the Farmers Home Administration and United States Department of Agriculture, or their successors, as the place of delivery of notices, documents, and other papers.

(23) If any provision of this instrument or application thereto, or any particular circumstance is held illegal, such invalidity will not affect other provisions or applications of the instrument, either in their effect or of the valid provisions of the instrument. And for that end the provisions hereof are designed to be severable. This instrument also secures the recapture of any interest credit or subsidy which may be granted to the borrower by the Government pursuant to 12 U.S.C. 1490A.

IN WITNESS WHEREOF, the parties hereto have set their hands and signatures this 21st day of February, 1979.

February

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Signed, sealed, and delivered in the presence of:

Pidgeon L. Stiles
Wife

Wife

John C. Stiles
Son

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