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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, 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 land and property 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, 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 mortgagor hereunder, including but not limited to the power to grant consents, partial releases, subordinates, and satisfaction and no inserted 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 supplemental agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and recondition 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 land hereof, and waive any other rights hereunder, without affecting the land or property herefor the full day 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, bankrupt, or 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) to the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without notice or hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein by law, and retain the sum and all other sums 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 taxes, costs and expenses incident to enforcement or complying with the provisions hereof, the amounts herein required by law or a competent court to be so paid, (e) the debt evidenced by the note and all indebtedness to the Government secured hereby, (f) interests, fees or costs required by law or a competent court to be so paid, (g) at the Government's option, any other indebtedness of Borrower which is incurred by the Government, and (h) any balance to Borrower. At foreclosure 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 by crediting such amount to the debts of Borrower unpaid as stated in the instrument, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future State law or providing for valuation appraisal, homestead or exemption of the property, or prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof in the term within which such action may be brought, or proscribing any other statute of limitations, or the allowance and right of redemption or possession, till, when the trustee sale occurs, limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of acceptance & transfer of the property to a new owner. Borrower agrees to pay the benefit of any such State law. Borrower hereby relinquishes, waives, and conveys all rights, including the right of redemption, to the extent of default, defect, and error.

(20) If any part of the land for which this instrument is given shall be used to secure the purchase, construction, or repair of property to be used as an owner-occupied dwelling, herein called "the dwelling", and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so, (a) number to be set in writing on a copy of this instrument, will acknowledge in a form to be agreed upon by the Government and the Borrower, that he or she will not attempt to sell or rent the dwelling, (b) the name of the individual, if any, who will be responsible for the dwelling, (c) the address of the dwelling, (d) the telephone number, and (e) the date of the sale or rental, (f) the date of the attempted sale or rental, (g) the name of the attempted buyer or lessee, and (h) the name of the individual who will be responsible for the dwelling.

(21) This instrument shall be subject to the present regulations of the Department of Agriculture and to future regulations not inconsistent with the express provisions hereof.

(22) No consideration shall be given to any claim or defense which may be raised by the law, unless and until such other addressee is designated in a certificate of the law, and the Government, Bureau of Land Management, United States Department of Agriculture, at Fort Collins, Colorado, USA, and in the event of Borrower's failure to pay the debts shown in the Farmers Home Administration, Finance Office, or other office, such will be the place where the government may collect the same.

(23) All provisions of this instrument or application thereto to any person or circumstances is held invalid, such invalidity will not affect other provisions of application to the instrument which are valid, except that the invalid provision is ineffective, and to that end the provisions hereof are divided in the severable

IN WITNESS WHEREOF, Borrower has hereunto set his/her hand and sealed this

February 1979

Signed, Sealed, and Delivered in the presence of:

Vera E. Evans

Paul A. Evans Jr.

The instrument shall secure the recapture of any interest, credit or subsidy involving the loan evidenced by the note which may be granted to the Borrower by the government pursuant to 42 U.S.C. 1490A.

Randy R. Moneycutt  
RANDY R. MONEYCUTT

Karen H. Moneycutt  
KAREN H. MONEYCUTT

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