

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amount paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, and maintenance of the property, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due to the Government without demand at the place designated in the latest note and shall be secured hereby. The Government shall relieve Borrower from breach of his covenant to pay. Such advances, with interest, shall be repaid by collections received from Borrower. Otherwise, any payment made by Borrower may be applied on the note secured by the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances and assessments lawfully attaching to or against the property and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and maintained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a prudent manner; comply with such farm conservation practices and farm and home management plans as the Government may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the value of the property without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other mineral resources 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 property hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary instruments, including but not limited to costs of evidence of title to and survey of the property, 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, or otherwise disposed of, voluntarily or otherwise, without the written consent of the Government. The Government shall have the same priority as a mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and assignments. The lender shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the provisions 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 this note to the Government secured hereby, release from liability to the Government any party so liable thereon, release from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority of the Government of Borrower or any other party for payment of the note or indebtedness secured hereby 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 Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for the term and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending organization.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or interest therein held or insured by the Government and executed or assumed by Borrower, and default under any such other instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, the Government at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses of maintenance of and the possession of, operate or rent the property, (c) upon application by it and production of a receiver appointed for the property, with the usual powers of a receiver, foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided by law or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs of enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court of record evidenced by the note and all indebtedness to the Government secured hereby, (c) inferior liens of record required by law to be so paid, (d) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (e) balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents shall be treated as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debt secured by the Government, in the order prescribed above.

(19) As against the debt evidenced by the note and any indebtedness to the Government hereby secured, the Borrower (a) hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, devise, dower, valuation, appraisal, and exemption, to which Borrower is or becomes entitled under the laws and constitution of the State of South Carolina, and (b) hereby agrees that any right provided by such laws or constitution for redemption or possession shall not apply, and that no right of redemption or possession shall exist after foreclosure sale.

(20) This instrument shall be subject to the present regulations of the Farmers Home Administration, and shall not be inconsistent with the express provisions hereof.

(21) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, in the case of the Government to Farmers Home Administration, U.S. Department of Agriculture, at Columbia, South Carolina 29201, and in the case of Borrower to him at his post office address stated in the note.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) the day and year first above written. Signed, Sealed, and Delivered in the presence of:

*Thomas M. ...*  
\_\_\_\_\_  
*Laurie W. Jones*  
\_\_\_\_\_  
(Witness)

*Ellen W. Taylor*  
\_\_\_\_\_  
(Witness)