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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 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, 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 lien and priority 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 or survey of the property, costs of recording this and 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, 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 satisfaction, and no insured holder 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 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 so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien 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 insured 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 an 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, and shall, declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, shall, at the expense of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, and upon application by it and production of this instrument, without notice of hearing, if said application have a return appointed for the property, with the usual powers of receivers in like cases, and foreclose this instrument as provided herein by law and resort to 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) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any taxes liens recorded by law, (c) a commission, (d) all to be so paid, (e) the debt evidenced by the note and all indebtedness to the Government secured hereby, (f) interest thereon, (g) any debt required by law of a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower, (h) any amount insured by the Government, and (i) 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 any debts of Borrower owing to be secured by the Government, in the order prescribed above.
- (19) Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) providing for maintenance of an action, (c) determining judgment or limiting the amount thereof or the time within which such action may be brought, (d) prescribing any other limitation, (e) suspending judicial writs, (f) allowing any rights of redemption or possession to be waived, (g) any foreclosure sale, or (h) limiting the conditions under which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to another owner. Borrower expressly waives the benefit of any such State law. Borrower hereby relinquishes, waives, and conveys all rights, title, and interest, in and to the same, of descent, dower, and curtesy.
- (20) 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 therein called, the dwelling, and the borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so, the borrower shall, at the time of such sale or rental, with after receipt of the proceeds of the sale or rental, terminate the sale or rental of the dwelling and shall thereafter use the proceeds of the sale or rental to pay the note and any indebtedness secured hereunder, and the borrower waives all rights, title, and interest, in and to the same, and all other rights and remedies provided herein or by law, and all other rights and remedies provided herein or by law, and all other rights and remedies provided herein or by law, and all other rights and remedies provided herein or by law.
- (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) Notices given hereunder shall be sent by registered mail to the address shown hereon, unless and until the other address is designated in a notice so given, or the case of the Farmers Home Administration, United States Department of Agriculture, at Columbia, South Carolina 29204, and in the case of Borrower, to the address shown in the Farmers Home Administration Finance Office records which immediately precede this instrument, and to the address shown hereon.
- (23) If any provision of this instrument or application thereof to any person or instrument is 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 declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set his hand and seal, this 26TH day of JANUARY 1979.

Signed, Sealed, and Delivered in the presence of

*John M. Dillard*  
 JOHN M. DILLARD  
*Aileen D. Putman*  
 AILEEN D. PUTMAN

*John F. Brossier, Jr.*  
 JOHN F. BROSSIER, JR.  
*Sandra S. Brossier*  
 SANDRA S. BROSSIER

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