

800x 1221 page 125

or me note to incored by the Government, of set pold by him when doe, an well so is by the account of Branch as the Government may of any time pay any other amounts required herein to be ny costs and expanses for the preservation, protection, or enforcement of this rescen shall beer interest at the rate bome by the note which has the highest

(5) All edvances by the Government as described in this instrument, with interest, shall be immediately dee and payable by Berrower to the Government without demand at the place desligated in the latest note and shall be accured hereby. He such advances by the Government shall relieve Borrower from breasth of his coverant to pay. Such advances, with interest, shall be regald from the first available collections received from Borrower. Otherwise, any payapant made by Borrower may be applied on the note or any indebtedness to the

(6) To use the loan evidenced by the note nalely for pury cized by the Gevern

(7) To pay when due all tames, liens, judgments, encuestionees and experiences is lawfully attaching to or assessed against the property and promptly deliver to the Government without demand receipts evidencing such payments.

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

(6) To maintain improvements in good repair and make sepairs required by the Government; operate the property in a good and husband-mealine message-ent plans as the Government from time to time may precifie; and not to absolute the property, or come or penalt waste, leaching or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, cilingue, coal, or other minerals except as may be necessary for originary demonstic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reinfurce the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hersel and to the enforcement of or the compliance with the provisions hersel and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and ments, attorious' fees, trastees' fees, court costs, and expenses of advertising, setting, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leaned, assigned, sold, transferred, or encumbered, voluntarily or atherwise, 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 issued leader 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 impact 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 materity of and renew and renmorfize 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 subordisate the lies hereof, and waive any other rights hereunder, without affection the lies or priority hereof or the liability to the Government of 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

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation 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: (a) declare the entire amount unpaid under the note and any indebtedness to the Government at the option, with or without notice, may: (a) becliere the entire amount impaid under the sole and any indedeceness 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, (c) upon application by it and production of this instrument, without notice of 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 or by law, and (e) enforce any and all other rights and remedies provided herein or by present

(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 prior liens required 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) inferior liens of record required by law or a competent o paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) 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 on any debts of Borrower owing to or insured 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, with respect to the property, Borrower (a) hereby relinquishes, waives, and conveys all rights, inchosts or consummate, of descent, dower, curtesy, homestead, valuation, appraisal, and exemption, to which Borrower is or becomes entitled under the laws and constitution of the jurisdiction where the property lies, and (b) hereby agrees that any right provided by such laws or constitution for redemption or possession following foreclosure sale 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 to its future regulations not inconsistent with the express provisions hereof.

(21) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Columbia, South Carolina 29201, and in the case of Borrower to him at his post office address stated above.

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

Witness)

(Witness)

C. 47 abols (SEAL)