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1. To cause the Government to make available to the Borrower such documents and information as may be necessary to enable the Borrower to obtain title to the property and to keep the property in good condition.
2. To keep the property insured as required by and under conditions and costs of insurance acceptable to the Government.
3. To furnish to the Government, or to its agent or other representative, reports required by the Government, concerning the condition of the property, and to furnish to the Government, or to its agent or other representative, such information concerning the property as the Government may prescribe, and not to alter the property in such a way as would affect the value of the property without the written consent of the Government, or its agent or other representative, except as may be necessary for red tape domestic purposes.
4. To comply with all laws, ordinances and regulations affecting the property.
5. To pay or reimburse the Government for expenses reasonably incurred by the Government in connection with the collection of the debt and judgment, and to the enforcement of the compliance with the provisions hereof, and to pay or reimburse the Government, before or after default, including but not limited to, costs of collection, interest on the debt, costs of insurance, other assessments, attorney fees, trustee fees, attorney and expenses of collection, and taxes on the property.
6. Neither the property nor any of the other collateral shall be sold, except as is otherwise provided in this instrument, unless with the written consent of the Government. The Government may take such action as it deems necessary hereunder, including but not limited to, the sale of any or all of the property, or any or all of the other collateral held by the Government, and right, title, interest in any or all of the property hereunder.
7. At all times during the term the Government and its agents may inspect the property at reasonable times and expense contained herein or in any supplementary agreement so to be performed.
8. The Government has covenanted and agreed that the rights of garnishment and right to set off the debts due to the Government by indebtedness to the Government, secured hereby, release from garnishment, and to waive any right to attach, the property held by the Borrower, and the property held by the Borrower, or any part thereof, shall be subject to the same as specified further in this instrument.
9. If at any time the Borrower fails to pay or remit to the Government the amount of any debt due to the Government, or a Federal land bank, or other keeper of a public deposit account, or any other creditor, or to any other person, or persons, at any time and period of time, Borrower will give the Government notice and full information of the same, and pay the same and indebtedness secured hereby and to pay for the same, and to the extent of the same, as provided by law, and in such manner, and such that:
- (a) Default hereunder shall constitute default under any other real estate, or undivided personal property, liability, security instrument held or issued by the Government and executed or assumed by Borrower, and default under any such instrument shall constitute default hereunder.
- (b) SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, and should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or a solvent or have an assignment for the benefit of creditors, the Government at its option, without waiver or notice, may, if it deems fit, either annull or cancel the note and sue for the debt to the Government freely secured immediately due and payable. If the note is annulled or canceled, the Government will bear expenses for repairing, maintaining and taking possession of, operating or renting the property, and upon application to a court of competent jurisdiction, without notice of hearing or said application, have a receiver appointed for the property, and the usual powers of receivers in like cases. To foreclose this instrument as provided herein, is to file, and to enforce and have all other rights and remedies given by law, or by present or future law.
- (c) The proceeds of foreclosure sale shall be applied in the following order: (a) the payment of all costs and expenses incident to enforcing or complying with the provisions hereof, (b) any price fixed by law or a competent court to be so paid, or the debt evidenced by the note and all indebtedness to the Government accrued thereto, (c) expenses of record required by law or a competent court to be so paid, (d) at the Government's option, any other indebtedness of the Borrower which is due to the Government, and (e) any balance to Borrower. At foreclosure or other sale, 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 to the credit of such amount on any debts of Borrower owing to or incurred by the Government, in the order presented above.
- (d) Borrower acknowledges that, pursuant to Federal law, the instrument is to be construed by the present statute of limitations, as providing for valuation, appraisal, limitation or exemption of the property, of预告登记, maintenance of an action for a deficiency judgment or limiting the amount thereof on the time within which such action may be brought, or presenting past other statute of limitations, (e) allowing any right of redemption or process, or following any foreclosure sale, or (f) limiting the conditions under which the Government may by regulation impose, including the interest rate of one-half percent, as a condition of accepting a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State law.
- (10) 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, Borrower shall fully warrant and to Borrower attends to, sell, or rent the dwelling and has obtained the Government's consent to do so, (11) neither Borrower nor any other creditor, including the Government, will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling, and (12) Borrower makes available for the dwelling to anyone because of race, color, religion or national origin, and (13) Borrower concedes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on dwelling relating to race, color, religion, or national origin.
- (14) 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.
- (15) 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, 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.
- (16) If any provision of this instrument or application thereof to any person or circumstance 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 signed and affixed his name and seal, and has countersigned the instrument.

Signed, Sealed, and Delivered in the presence of:

John L. Smith
John L. Smith
Signature
Address

John L. Smith (SEAL)
John L. Smith (SEAL)

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