

1544-13632

9692

- 6. To use the premises in accordance with the covenants and restrictions hereinafter set forth.
- 7. To pay when due all taxes, liens, judgments, levies, mortgages and assessments against the premises, and promptly deliver to the Government with all demands receipts and other documents.
- 8. To keep the premises insured as required by and under the terms of the contract and to pay the premiums thereon.
- 9. To maintain improvements and to repair and make repairs required by the Government, operate the premises in a good and lawful manner, comply with such farm conservation, drainage and flood control management laws as the Government may prescribe, and not to abandon the property, or cause or permit waste, trespass, or any other act or neglect, without the written consent of the Government, or to remove or cause to be removed any trees or shrubs which may be necessary for ordinary domestic purposes.
- 10. To comply with all laws, ordinances and regulations affecting the premises.
- 11. To pay or reimburse the Government for expenses reasonably incurred in carrying out the provisions of this note and portions hereof and to the enforcement of or the compliance with the provisions hereof and of any supplementary agreement, whether before or after default, including but not limited to costs of advertising, notice, collection of the property, costs of recording this and other instruments, attorney's fees, trustee's fees, court costs, and expenses of advertising, legal and other fees on the premises.
- 12. Neither the premises nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, conveyed, mortgaged, or otherwise disposed of without the written consent of the Government. The Government shall have the right to acquire by deed or purchase or mortgage hereunder, including but not limited to the power of sale, any interest in the premises, and the Government and its insured holder shall have an option to purchase the premises at the time of the exercise of the power of sale.
- 13. At all reasonable times the Government and its agents may inspect the premises, and all covenants, conditions, 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 incurred by the note or any indebtedness to the Government secured hereby, release from liability to the Government any portion of the debt, increase the amount of the property fee and subordinate the same hereby, and waive any other rights hereunder, without affecting the validity hereof in any way, which to the Government of Hawaii shall constitute a release of the indebtedness secured hereby to the extent specified by the Government in writing.
- 15. If at any time this agreement is a lien on the premises, the Government may, at its option, cause the same to be recorded in the public records of a Federal and State court, and the responsibility of payment of the principal and interest on the debt secured hereby shall be assumed by the Government, and the Government will pay the principal and interest on the debt secured hereby, and will pay for any other costs or expenses incurred by the Government in connection with such loan.
- 16. Default hereunder shall constitute default under any other real estate, or under any personal property, written security instrument held or insured by the Government and extended or assigned to Hawaii, and default under any such other security instrument shall constitute default hereunder.
- 17. SHOULD DEFAULT occur in the performance or discharge of any obligation assumed by this instrument, it is hereby agreed that the parties named as Borrower do not be delinquent or in default of any debt, or make an assignment for the benefit of creditors, the Government at its option, with or without notice, may cause the entire amount of the debt secured hereby and all indebtedness to the Government hereby secured immediately due and payable to the Government, and the Government may incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the premises, and may apply to the court for an order of foreclosure of this instrument, without notice of hearing if said application, have a receiver appointed for the premises, with the usual powers, and may sell the premises, and foreclose this instrument as provided herein in its law, and in any court, and all other rights and remedies as provided herein in its 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 of foreclosure and complying with the provisions hereof, (b) any other debts required by law in a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) any other debts required by law in a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower, which is insured to the Government, and (f) any balance to Borrower. At foreclosure or other sale of the premises, the Government, its agent and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price, including such amount of any debt of Borrower owing to or insured by the Government, or the order presented above.
- 19. Borrower hereby agrees that provisions of Federal law, the Government's laws, and the laws of any present or future State laws, applying for valuation, appraisal, homestead, or exemption of the premises, or for taxing, maintenance, or acquisition of a deficiency judgment on limiting the amount thereof or the time within which such action may be brought, or preempting any other statute of limitations, or a right of redemption, or otherwise affecting the rights of the Government, shall not apply to the premises, and the Government may be regulated in respect to the interest rate of any mortgage, and the time of application and transfer of the proceeds to the Government. Borrower expressly waives the benefit of such laws.
- 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 unimproved dwelling, hereinafter called the dwelling, and if the Government should finance the dwelling and has obtained the Government's consent to do so, a restrictive covenant shall be placed on the title to the dwelling, and the Borrower shall agree to negotiate for the sale or rental of the dwelling, and the Government shall have the right to purchase the dwelling, or any part thereof, because of rate of sale, or for other reasons, and the Borrower shall agree to sell the dwelling, and will not comply with an attempt to enforce any restrictive covenants or deed restrictions on the dwelling, or any part thereof, or any other part of the property.
- 21. This instrument shall be subject to the present regulations of the Federal Home Administration, and to its future regulations not inconsistent with the express provisions hereof.
- 22. Notices given hereunder shall be sent by registered mail, return receipt required, or by law addressed, unless and until some other address is designated in a notice to the Government, to the care of the Government, Federal Home Administration, United States Department of Agriculture, at Columbia, South Carolina 29902, and on the same day by registered mail to the address stated above.
- 23. If any provision of this instrument or application hereof, in any circumstances, is held invalid, such invalidity will not affect other provisions or applications of the instrument which may 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 her hand and the seal of the Government of Hawaii, at Honolulu, Hawaii, this _____ day of _____, 19____.

Signed, Sealed, and Delivered in the presence of

Cynthia D. Pikel

 (Witness)

 (SEAL)

 (SEAL)

4328 RV-2