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- 7. To use the land encumbered by this instrument for purposes authorized by the Government.
- 8. To pay when due all taxes, liens, judgments, mortgages and assessments, including all property taxes assessed against the property, and promptly deliver to the Government without demand receipts evidence of such payments.
- 9. To keep the property insured as required by and under insurance policies approved by the Government.
- 10. To maintain improvements on and repair and make repairs required by the Government, operate and maintain the property in a prudent and workable 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, trespass, or other use of the property, or any part thereof, without the written consent of the Government, but removal of trees and timber thereon may be made without the written consent of the Government, if such removal is necessary for ordinary domestic purposes.
- 11. To comply with all laws, ordinances, and regulations affecting the property.
- 12. To pay or reimburse the Government for expenses reasonably incurred by the Government in the protection of the property, or the enforcement of or the compliance with the provisions hereof, and of the title and any supplementary agreement, whether before or after default, including but not limited to costs of evidence of title, surveys of the property, costs of recording this and other instruments, attornal fees, trustees' fees, court costs, and expenses of advertising, sale and otherwise of the property.
- 13. Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, encumbered, mortgaged, or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive title as mortgagee hereunder, including but not limited to the power to grant, convey, and release, and to enforce and satisfy, and to record hereunder shall have an equitable interest in the property. Any benefits hereof.
- 14. At all reasonable times the Government and its agents may inspect the property, as herein, whenever the provisions and agreements stated herein or in any supplementary agreement are to be performed.
- 15. The Government may extend and defer the maturity of all notes and promissory notes, debts evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien hereof, for the liability of the Government of Borrower or any other party to the note or indebtedness secured hereby, except as specified in the Government in writing.
- 16. If at any time it shall appear to the Government that Borrower is unable to comply with the provisions hereof, and that such a Federal land bank or other responsible organization or agency, including but not limited to the State and Federal Farm Loan Agencies and agents of the Borrower will upon the Government's request apply for and accept such loan, the Government may pay the note and any indebtedness secured hereby, and to pay for any such expenses as the Government may incur in connection with such loan.
- 17. 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.
- 18. SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, it should any one of the parties named as Borrower die or be declared incompetent, a guardian or other legal representative or assignment for the benefit of creditors, the Government at its option, with or without notice, may cause to take the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, to the extent of the amount of the note and any indebtedness, and pay reasonable expenses for repair or maintenance of and take possession of, operate or treat the property, and apply for and obtain such aid and protection of this instrument, without notice of hearing if said application have a receiver appointed for the property, with the usual powers of receivers in like cases, to enforce this instrument as provided hereunder by law, and to enforce any and all other rights and remedies as provided hereunder in its present or future law.
- 19. The proceeds of foreclosure sale shall be applied in the following order to the payment of all costs and expenses incident to enforcing or complying with the provisions hereof, to any prior liens required by law or a competent court to be so paid, to the debt evidenced by the note and all indebtedness to the Government secured hereby, in preference to any other debt required by law or a competent court to be so paid, to the Government's option, and other indebtedness of Borrower, which is insured by the Government, and of any balance to Borrower. An foreclosure sale may be made of all or any part of the property, and the Government and its agents may so bid and purchase as a stranger and may pay the Government's share of the purchase price, including such amount as may be due to Borrower owing to or insured by the Government, in the order prescribed above.
- 20. Borrower recognizes that pursuant to Federal law, the Government may not be bound by any present or future State laws, including for valuation, appraisal, homestead exemption of the property, or prohibiting maintenance of an action for a deficiency judgment, or limiting the amount recoverable in the time within which such action may be brought, or prohibiting any other statute of limitations, or allowing any right of redemption or otherwise affecting the foreclosure sale, or limiting the conditions under which the Government may exercise its regulatory powers, including the interest rate of such mortgage, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefits of such State laws.
- 21. If any part of the land for which this instrument is given shall be used to finance the purchase, construction, or repair of property to be used as an unoccupied dwelling, hereinafter called the dwelling, and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so, a restriction on the sale or rental of the dwelling, which, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling, or otherwise making such sale or rent the dwelling to anyone because of race, color, religion, national origin, and sex, Borrower hereby agrees to be bound and held liable therefor, and will not attempt to enforce any restrictive covenants or deed restrictions, or any other law, which might be so construed as to enforce or attempt to enforce any such restriction.
- 22. This instrument shall be subject to the present regulations of the Bureau of Home Administration, and to its future regulations not inconsistent with the express provisions hereof.
- 23. 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, to the care of the Borrower at the following address: The Administrator, United States Department of Agriculture, at Columbia, South Carolina 29101, and if the Borrower has no such address, to the address stated above.
- 24. If any provision of this instrument or application thereof to any person or circumstances 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 their hands and seals, and the Government has hereunto set its hand and seal, this _____ day of _____, 19____.

[Handwritten signature]

Witness

Witness

[Handwritten signature]
Ricky S. Banks
[Handwritten signature]
Debra E. Banks

(SEAL)
(SEAL)