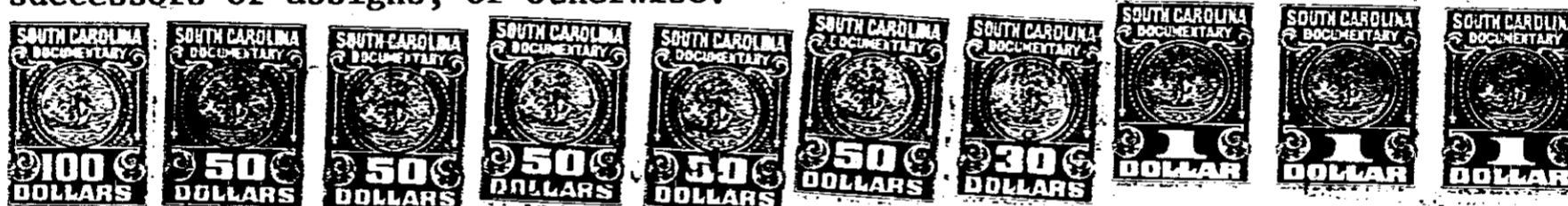


An easement for use as a roadway across land reserved by the grantors of a deed dated June 22, 1976 which reserved land is located between the tract herein conveyed and East Curtis Street, and that said driveway or easement is set forth for the purpose of making ingress and egress to and from the lands above conveyed to the public highway known as East Curtis Street; and said easement is to run along a strip of land described as follows:

BEGINNING at an old iron pin on the northeasterly edge of East Curtis Street which old iron pin is located 269.6 feet northwest of the intersection of Bell Drive and East Curtis Street and running thence with the edge of the right-of-way of East Curtis Street N. 88-36 W. 50.31 feet to a point; thence N. 7-45 E. 689.26 feet to a point; thence S. 82-20 E. 50 feet to a point; thence S. 7-45 W. 683.77 feet to the beginning corner; said driveway to run from the public highway known as East Curtis Street to the lands above conveyed.

It is understood that said easement is so to be given upon the express understanding and condition that the same may be used by the Grantee of the deed dated June 22, 1976, its successors and assigns forever; also that the Grantors, their heirs and assigns, will in no way be bound to construct the roadway or to keep the same in repair; nor does the Grantors, their heirs and assigns, assume any liability or responsibility to the Grantee, its successors and assigns, or any person using said road by invitation expressed or implied, or by reason of any business conducted with the Grantee, its successors or assigns, or otherwise.



together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for himself, his heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advances by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.
- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.
- (7) To pay when due all taxes, liens, judgments, encumbrances and assessments lawfully attaching to or assessed against the property and promptly deliver to the Government without demand receipts evidencing such payments.
- (8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.