(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike 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, loosening or impairment of the security covered hereby, or without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

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

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement whether before or after default, including but not limited to costs of evidence of title to any survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, 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 insured holder 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 inspect 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 maturity of and renew and reamortize 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 herein and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability of 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 necessarily 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 constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or observance of any obligation in this instrument or 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 declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, enter on the property of Borrower, insure and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, collect the rents, issues and profits of the property, with or without taking possession, in application to it and production of this instrument, without notice or hearing of said application, have a receiver appointed for the property with the usual powers of receivers in like cases, the foregoing being in addition to other remedies provided by law and equity for default and all other rights and remedies provided hereunder or by present or future law.

(18) The proceeds of forced sale or foreclosure shall be applied in the following order: first to the payment of costs and expenses incident to enforcing or complying with the provisions hereof, to the extent permitted by law, the compensation, if any, to be so paid, (a) the debt evidenced by the note and all indebtedness to the Government secured hereby, (b) other indebtedness of Borrower required by law or a competent court to be so paid, (c) at the Government's option, any other indebtedness of Borrower owing to the Government, and (d) any balance to Borrower. At foreclosure or other sale, it shall not be necessary for the Government or its agents to be present and produce any evidence of title and may pay the Government's share of the purchase price by crediting such amount on Borrower's account as provided above.

(19) Borrower agrees that the Government will not be bound by any present or future state laws, or any ruling of any state agency, providing for valuation, appraisement, homestead or exemption of the property, or providing for maintenance of the property by Borrower, or limiting the amount thereof at the time within which such suit may be brought, or prohibiting the execution of a judgment or decree in any such suit, or providing for any extension of time for the execution of any judgment or decree, or for redemption from any sale under any judgment or decree, or limiting the amount or time within which any deficiency may be sued for, or limiting the interest rate it may charge, as a condition of application of a mortgagee of the property, or in any other manner, or providing waivers of the benefit of any such state law. Borrower hereby relinquishes all such waivers and renounces all such rights and benefits of such laws.

(20) If any part of the loan for which this instrument serves as security shall be used to construct a dwelling, Borrower shall use the dwelling for the sole use of Borrower and his family. Borrower shall not lease the dwelling or any part thereof to any person who is not a member of Borrower's family. Borrower shall not use the dwelling for the sale of goods and services to the public. Borrower shall not use the dwelling for any other purpose which would violate any zoning ordinance or other restrictions on the use of the property.

(21) This instrument shall be construed according to the laws of the State of [illegible]. All provisions of this instrument are subject to all laws, rules, and regulations now or hereafter prescribed by the Farmers Home Administration, and in case any provision of this instrument shall be in conflict with any such laws, rules, and regulations, such provision shall be deemed to be modified to conform to such laws, rules, and regulations.

(22) Notices under this instrument shall be sufficient if addressed to Borrower at [illegible] or such other address as Borrower may designate by notice to the Government, and to the Government at its office in [illegible], or such other address as the Government may designate by notice to Borrower.

(23) Any waiver by the Government of any provision of this instrument or any default hereunder shall not be construed as a waiver of any other provision or default hereunder.

(24) If any provision of this instrument or any application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this instrument which can be given effect without the invalid provision or application, and to this end the provisions hereof are declared severable.

IN WITNESS WHEREOF, [illegible] 1973.

February [illegible] 73

Signed, sealed, and delivered in the presence of:

[illegible] (SEAL)

[illegible] (SEAL)

TONY M. PADGETT (SEAL)

[signature] (SEAL)
TERRY S. PADGETT

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