

(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, lessening 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 documents, if any, in the office of the recorder, 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 person shall have any right, title or interest in or to the land 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 re-mortgage the debt 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 hereon, 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 necessary 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 incurred by the Government in' 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 discharge 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 of the Queen, with or without notice, may cause to declare the entire amount unpaid under the note and any indebtedness to the Government before secured immediately due and payable, therefor the account of Borrower incur and pay reasonable expenses for repair, maintenance, and take possession of, operate or rent the property, or upon application by it and production of this instrument, will, at notice of hearing, if said application have a receiver appointed for the property, with the usual powers of receivers by present or future law.

(19) Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for validation, appraisal, or instead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) slowing any rights of redemption or possession following any foreclosure sale, or (e) limiting the conditions to which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State law. Borrower hereby relinquishes, waives, and conveys all rights, including or constituting, of descent, dower, and curtesy.

State law: Burden of heretofore relinquished, waived, or released. This instrument is given under the laws of the State of California, and to its future regulations not inconsistent therewith, and to its future ordinances not inconsistent therewith.

(21) 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.

(22) Notices received under the statute of Limitations or otherwise recorded by law, or filed, addressed and mailed, until some other address is designated in writing, shall be sent to the Secretary, General Land Office, Farmers Home Administration at Columbia, South Carolina 29201.

(23) If any provision of this instrument or application is held invalid, such invalidity will not affect other provisions of application if the instrument and can be given effect such as the invalid provision of application, and to that end the provisions hereof are declared to be severable. This instrument also secures the Recapture of any interest credit or subsidy which may be granted to the borrowers by the Government pursuant to 42 U.S.C. 1490A. *H.W.K.C.* 27th day
IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand and sealed this

of March 1980

Signed, Sealed, and Delivered in the presence of