

7. Personally and continuously to reside on said property and, with his own and his family labor, personally to operate said property as a farm and for no other purpose; at all times to maintain said property in proper repair and good condition; to commit or suffer no waste or exhaustion of said property; neither to cut nor remove any timber therefrom, nor to remove, or permit to be removed, gravel, oil, gas, coal or other minerals, except such as may be necessary for ordinary domestic purposes; promptly to effect such repairs to said property as the Government may require; to institute and carry out such farming conservation practices and farm and home management plans as the Government shall, from time to time, prescribe; and to make no improvements upon said property without consent by the Government.

8. To perform, comply with and abide by each and every stipulation, agreement, condition and covenant in said promissory note, in any extension or renewal thereof, in any agreement supplementary thereto, in any loan agreement executed by Mortgagor on account of said indebtedness, in any agreement with the Government in connection with mortgage insurance or in this mortgage contained.

9. To comply with all laws, ordinances and regulations affecting said property or its use.

10. That the Indebtedness hereby secured was expressly loaned by Mortgagee to Mortgagor to enable Mortgagor to purchase, repair, improve or enlarge said property, or refinance in connection with such improvement or enlargement, or any combination of the aforesaid purposes, and that the Mortgagor did or will use said moneys for the foregoing purposes.

11. That the Government, its agents and attorneys, shall have the right at all times to inspect and examine said property for the purpose of ascertaining whether the security given is being lessened, diminished, depleted or impaired, and if such inspection or examination shall disclose, in the judgment of the Government, that the security given or property mortgaged is being lessened or impaired, such condition shall be deemed a breach of the covenants of this mortgage on the part of Mortgagor.

12. That all of the terms and provisions of the note, which this mortgage secures, of any extension or renewal thereof, of any agreement supplementary thereto and of any loan agreement or mortgage insurance contract executed by Mortgagor on account of said indebtedness, are hereby incorporated in and made a part of this mortgage as if the same were set out in full herein, and shall be construed with said mortgage as one instrument.

13. That, without the Government's consent, no final payment of the indebtedness herein secured shall be made, nor shall a release of Mortgagee's interest in and to said property or lien be made, within five (5) years from and after the date of the execution of this mortgage.

14. That all awards of damages up to the amount of the indebtedness of Mortgagor to Mortgagee in connection with any condemnation for public use or injury to any of said property are hereby assigned and shall be paid to the Government as collection agent for Mortgagee, who may apply same to payment of the installments last to become due under said note, and Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittances therefor and to appeal in the name of Mortgagor or Mortgagee from any such award.

15. That Mortgagor will record this mortgage at his expense in the office of the Register of Deeds in said County.

16. That should Mortgagor assign, sell, lease, enter into any sharecropping agreement upon, transfer or encumber said property or any interest therein, voluntarily, involuntarily or otherwise, or should he abandon said property or become an incompetent or be declared a bankrupt or an insolvent or make an assignment for the benefit of creditors or should he fail to keep, perform and comply with any covenant, warranty or condition in this instrument contained or referred to, without the consent of Mortgagee and the Government, or upon the death of Mortgagor, the Government, upon succeeding to the rights of Mortgagee, may declare the amount unpaid immediately due and payable and thereupon exercise any remedy provided herein or by law.

17. That, without in any manner affecting the right of Mortgagee to require and enforce performance at a subsequent date of the same, similar or any other covenant, agreement or obligation herein set forth, without affecting the liability of any person for payment of any indebtedness secured hereby and without affecting the lien created upon said property or the priority of said lien, Mortgagee is hereby authorized and empowered, upon obtaining the Government's consent thereto, at any time to (1) waive the performance of any covenant or obligation herein or in said note or loan agreement contained; (2) deal in any way with Mortgagor or grant to Mortgagor any indulgence or forbearance or extensions of the time for payment of any indebtedness hereby secured; or (3) execute and deliver partial releases of any part of said property from the lien hereby created, or to subordinate the lien of this mortgage to other rights in said property: *Provided, however, That in the event this mortgage is insured by the Government as aforesaid, no assignment of this mortgage shall be binding upon the Government until notice thereof has been given to the Government and the receipt of such notice is duly acknowledged.*

18. That wherever the context hereof requires, the neuter gender as used herein shall include the feminine and the masculine, and the singular number as used herein shall include the plural, and vice versa.

19. That any notice, consent or other act to be given or done by Mortgagee under this mortgage shall be valid only if in writing and executed or performed by Mortgagee or its duly authorized representative and, where required, with the written consent of the Administrator of the Farmers Home Administration or his duly authorized representative.

20. That all notices to be given under this mortgage shall be delivered or forwarded by registered mail, addressed in the case of Mortgagee or the Government to Farmers Home Administration, United States Department of Agriculture, at Topeka, Kansas, or at such other place as the Government may designate, and in the case of Mortgagor to him at the post-office address of the real estate described in this mortgage.

21. That all rights, privileges, benefits, obligations and powers herein conferred on Mortgagee or the Government may be exercised on behalf of Mortgagee or the Government by the Administrator of the Farmers Home Administration, or by the head of any other agency of the Federal Government that may from time to time be vested with authority over the subject matter of this contract, or his duly authorized representative.

22. That Mortgagor hereby assigns to Mortgagee any and all rents, profits and other revenues and income of or from said property, and Mortgagor does hereby authorize and empower the Government, upon succeeding to the rights of Mortgagee, (1) to take possession of said property at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and to rent the same for the account of Mortgagor and (2) upon commencement of any proceedings, judicial or otherwise, to enforce any right under this mortgage; to have a Receiver for said property appointed by a court of competent jurisdiction, upon application by the Government and production of this mortgage, without other evidence and without notice of hearing of said application; which Receiver shall have, among other things, full power to rent, lease and operate said property and collect all rents, profits and other revenues therefrom during said default and the period of redemption. All rents, profits and other revenues collected as herein provided by either the Government or Receiver shall be applied, after deduction of all costs of collection and administration, upon the mortgage debt in such manner as the Government or the court may direct: *Provided, however, That if Mortgagor be in default in the payment of any other debt to the Government not secured by this mortgage, the Government or Receiver may apply the rents, profits and other revenues hereby collected to the reduction of same.*