

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 contained in this instrument or in any other instrument executed in connection with said loan or the insurance thereof, without the consent of Mortgagee, or upon the death of Mortgagor, Mortgagee may declare the entire amount unpaid under said instrument of debt and any indebtedness to Mortgagee under this mortgage 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 described or referred to herein, without affecting the liability of any person for payment of said instrument of debt or any indebtedness to Mortgagee under this mortgage and without affecting the lien created upon said property or the priority of said lien, Mortgagee is hereby authorized and empowered, at its option and at any time, to (1) waive performance of any covenant or obligation described or referred to herein; (2) deal in any way with Mortgagor or grant to Mortgagor any indulgence or forbearance or extensions of the time for payment of any amounts owed under the instrument of debt or any indebtedness to Mortgagee under this mortgage; 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.

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 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 certified mail (or registered mail if required by State statute), addressed in the case of Mortgagee to Farmers Home Administration, United States Department of Agriculture, at Topeka, Kansas, or at such other place as Mortgagee 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 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 Mortgagee (1) to take possession of said property at any time there is any default in the payment of any amount due under said instrument of debt or of any indebtedness to Mortgagee under this mortgage or in the performance of any obligation herein contained or referred to, 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 Mortgagee 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 Mortgagee or Receiver shall be applied, after deduction for all costs of collection and administration, upon any indebtedness to Mortgagee under this mortgage and upon said loan in such manner as Mortgagee or the court may direct: *Provided, however*, That if Mortgagor be in default in the payment of any other debt to Mortgagee not secured by this mortgage, Mortgagee or Receiver may apply the rents, profits and other revenues hereby collected to the reduction of same.

22. That all rights, privileges, benefits, obligations and powers herein conferred on Mortgagee may be exercised on

behalf of Mortgagee 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.

23. THAT TIME IS OF THE ESSENCE of this mortgage and of the instrument of debt and other instruments herein referred to, AND SHOULD DEFAULT be made in the payment of any amount due under said instrument of debt or under any extension or renewal thereof or in payment of any indebtedness to Mortgagee under this mortgage or should Mortgagor fail to keep or perform any covenant, condition or agreement herein contained or referred to, then in any of said events, Mortgagee is hereby irrevocably authorized and empowered, at its option and without notice and without affecting the lien hereby created or its priority or any right of Mortgagee hereunder, to inspect and repair said property and to incur any reasonable expense in the maintenance of said property, including the payment of taxes, insurance premiums and any other necessary costs and expenditures for the preservation and protection of this lien, and Mortgagee is hereby irrevocably authorized and empowered, in like manner, (1) to declare the entire amount unpaid under said instrument of debt and any indebtedness to Mortgagee under this mortgage immediately due and payable and to foreclose this mortgage in the manner hereinafter set out or (2) to pursue any remedy for it by law provided: *Provided, however*, That each right, power or remedy herein conferred upon Mortgagee is cumulative to every other right, power or remedy of Mortgagee, whether herein set out or conferred by law, and may be enforced concurrently therewith. All moneys advanced or expended by Mortgagee as herein provided, including the costs of evidence of title to and survey of said property, reasonable attorneys' fees, court costs and other expenses incurred in enforcing the provisions hereof, with interest at the rate specified in the instrument of debt until repaid, shall become a part of the indebtedness to Mortgagee under this mortgage, and shall be payable as part of the principal obligation immediately after such expenditure except as hereinbefore provided and without demand, in lawful money of the United States, at the place designated in the instrument of debt or at such other place as Mortgagee may designate.

24. That Mortgagee may foreclose this mortgage by action in a court of competent jurisdiction in accordance with the laws existing at the time of the commencement of said foreclosure, and said property may be sold on terms and conditions satisfactory to Mortgagee.

25. That should said property be sold under foreclosure: (1) Mortgagee may bid at such sale and purchase said property as a stranger; (2) Mortgagor will pay all costs, fees, and other expenses incurred in connection therewith; and (3) Mortgagor does hereby expressly waive all present and future valuation and appraisal laws and, as against the amount of said loan and any indebtedness to Mortgagee under this mortgage, Mortgagee waives all exemptions which he has or to which he may be entitled under the constitution and the laws of the State of Kansas.

26. That application of the proceeds of such sale shall be made in the following order: (1) To the payment of the cost of foreclosure, including expenses of advertising, selling and conveying said property, abstract of title, court costs and other expenses incident and necessary thereto; (2) to the payment of any amounts that shall have been expended by Mortgagee or that may then be necessary to expend in the payment of insurance premiums, taxes or other expenditures as herein provided, with interest thereon, as aforesaid; (3) to the payment of any amount due to Mortgagee as charges for loan insurance; (4) to the payment in full of the instrument of debt, whether the same shall or shall not have fully matured at the time of said sale; (5) to the payment of secondary liens duly approved and allowed by the court; and (6) the balance, if any, shall be delivered to Mortgagor.

27. That if at any time it shall appear to Mortgagee that Mortgagor may be able to obtain a loan from a responsible cooperative or private credit source at a rate of interest not exceeding five percent (5%) per annum and terms for loans for similar periods of time and purposes prevailing in the area in which the loan is to be made, Mortgagor will, upon request of Mortgagee, apply for and accept such loan in sufficient amount to repay Lender and Mortgagee and to pay for any stock necessary to be purchased in the cooperative lending agency in connection with the loan.