

THIRD: That the mortgagor agrees to pay all other debts that are now or may become liens upon or charges against said premises, and not to permit any lien of any kind to accrue and remain on said premises, or the improvements thereon, which might take precedence over the lien of this mortgage. The mortgagor further agrees not to create any lien on said premises junior hereto unless the person entitled to the benefits thereof shall have agreed that the time for the payment of the indebtedness hereby secured and the manner and amount of payment thereof and the benefits of the security afforded hereby may, without consent of such person and without any obligation to give notice of any kind thereto, be extended, reextended, accelerated, suspended and refunded on any terms whatsoever without in any manner affecting the priority of the lien hereby created as security for the payment of the indebtedness secured hereby or any obligation substituted therefor or issued to refund same.

FOURTH: That the mortgagor agrees to keep said premises and improvements thereon in good condition and repair and not to commit or suffer waste thereof, nor to do or suffer to be done any act whereby the value of any part of such property may be lessened; to operate all lands, whether improved pastures, orchards, grazing, timber, or crop lands, in a good and husbandmanlike manner in accordance with accepted principles of sound agricultural and forestry practices; to take all reasonable precautions to control wind and water erosion; to fertilize improved pastures, if any, where necessary to maintain a good stand of desirable grasses; to protect orchards and timber, if any, by reasonable precautions against loss or damage by fire including the maintenance of appropriate fire breaks; and neither to remove nor permit the removal of any timber, buildings, oil, gas, mineral, stone, rock, clay, fertilizer, gravel or top soil without the prior written consent of the mortgagee. The mortgagee shall have the right to inspect the mortgaged property at such reasonable times and intervals as the mortgagee may desire, to determine the mortgagor's compliance with the covenants contained in any clause of this mortgage.

FIFTH: That the mortgagor agrees to procure, maintain and deliver, premiums paid, to the mortgagee policies of insurance against such hazards on the buildings now or hereafter located on said premises as the mortgagee may from time to time require, in such companies and in such amount and form and with such loss payable clauses as shall be satisfactory to the mortgagee. The mortgagee is authorized to assign and deliver said policies to any purchaser of this mortgage or to the purchaser of said premises at any foreclosure sale. In event of loss the mortgagee is expressly authorized and empowered to settle or compromise claims under said policies, and the proceeds from said policies as well as any other policies procured by the mortgagor shall be paid to the mortgagee who at its sole discretion may apply same or a part thereof on account of the indebtedness secured hereby whether or not then due and payable, or may apply the same or any part thereof towards the alteration, reconstruction or repair of said buildings, either to the portion damaged or any other portion thereof, or release same to the mortgagor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

SIXTH: That in the event the mortgagor shall fail to procure, maintain and deliver the insurance policies, premiums prepaid, or to pay, as the same become due and payable, any tax or assessment imposed by law upon said premises or any part thereof, or the note, or indebtedness secured hereby, or to pay any lien, claim or charge against said premises which might take precedence over the lien of this mortgage, or to comply with the provisions of clause Fourth hereof, the mortgagee may, without notice or demand, (whether electing to declare the full indebtedness hereby secured due and collectible or not) insure any of the buildings and pay the cost of such insurance and pay any of said taxes, assessments, liens, claims and charges, or any part thereof, or redeem from the sale of said premises for any taxes or assessments (irregularities in the levy or imposition of any tax or assessment being expressly waived), or redeem from the sale of said premises resulting from the

enforcement of any such lien, claim or charge, or expend such sums as may be necessary to correct the failure of the mortgagor to comply with the provisions of said clause Fourth, and the mortgagor hereby agrees immediately to repay to the mortgagee, without notice or demand, any sums so paid with interest thereon at the same rate as specified in the note secured hereby on the principal thereof after default and maturity, and all sums paid by the mortgagee with interest shall become a part of the indebtedness secured hereby, and in default of immediate repayment thereof by the mortgagor the whole indebtedness secured hereby shall at the option of the mortgagee become due and payable forthwith without notice.

SEVENTH: That the mortgagor agrees to pay on demand all expenses and attorneys' fees incurred by the mortgagee by reason of litigation with third parties to protect the lien of this mortgage and all moneys so paid by the mortgagee, including any expense incurred in procuring or continuing abstracts of title and title policies and searching the records for the purposes of such litigation, shall bear interest at the same rate as specified in the note secured hereby on the principal thereof after default and maturity, and any such sums so paid with interest thereon shall constitute a lien upon said premises and be secured by this mortgage and in default of immediate repayment thereof by the mortgagor after demand, the whole indebtedness secured hereby shall at the option of the mortgagee become due and payable forthwith without notice.

EIGHTH: That as further security for the payment of said indebtedness and the performance of all of the terms, covenants and conditions hereof, the mortgagor does hereby mortgage, transfer, set over, assign and pledge to the mortgagee the lessor's interest and estate in all leases, including but not limited to gas, oil and mineral leases, now or hereafter affecting the said premises or any part thereof, and all rents, issues, income, profits, royalties and bonuses due and to become due thereunder, and in the event of a default under any of the terms, covenants and conditions of this mortgage the mortgagee is hereby authorized and empowered to collect and receive all such rents, issues, income, profits, royalties and bonuses due and to become due and to apply the same against said indebtedness. So long, however, as there shall be no default hereunder the mortgagor shall have the right to collect and receive any and all such rents, issues, income, profits, royalties and bonuses as they respectively become due and payable, and to use the same without accounting to the mortgagee therefor.

NINTH: That the mortgagee may release for such consideration, or none, as it may require, any portion of the above described land without, as to the remainder of the security, in any wise impairing or affecting the liens and priorities herein provided for the mortgagee compared to any subordinate lienholder.

TENTH: That the mortgagor agrees that, if at any time all or any portion of the mortgaged premises shall be taken or damaged by condemnation proceedings under the power of eminent domain, the award for any property so taken or damaged shall be paid directly to the mortgagee and applied at the option of the mortgagee on the indebtedness hereby secured.