

together with all rents and other revenues or incomes therefrom, and all and singular, the rights, easements, hereditaments, and appurtenances thereunto belonging, or in anywise incident or appertaining, and all improvements and personal property now or hereafter attached to or reasonably necessary to the use of the real property herein described, all of which property is sometimes hereinafter designated as "said property"; to have and to hold, all and singular, said property before mentioned unto the Government and its assigns forever.

THE BORROWER, for himself, his heirs, executors, administrators, successors, and assigns, does hereby and by these presents warrant said property unto the Government against claims and demands of all persons whomsoever, except:

A mortgage to The Federal Land Bank of Wichita dated April 22, 1955, and recorded in Book 109 at Pages 166 and 167 in the office of the Register of Deeds, Douglas County, Kansas, and does hereby and by these presents covenant and agree:

1. To pay, when due, all taxes, assessments, liens, judgments, and encumbrances which affect said property.
2. To keep said property insured to the satisfaction of the Government, under policies to be written by companies and be in amounts and on terms and conditions approved by the Government, and loss thereunder to be payable to the Government as its interest may appear.
3. That if the Borrower fails to pay taxes, assessments, liens, judgments, and encumbrances or to maintain insurance as hereinbefore provided, the Government may do so.
4. To farm or cause said premises to be farmed in a good and husbandlike manner; to maintain at all times 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; and to effect promptly such repairs to said property as the Government may require.
5. 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, or in this mortgage contained.
6. To use the proceeds of the loan solely for the purposes specified in writing by the Government in approving the Borrower's application for the loan secured hereby.
7. That the Government, its agents, and its attorneys shall have the right at all reasonable times to inspect and examine said property for the purpose of ascertaining whether or not the security given is being lessened or impaired, and if in the judgment of the Government the security given is being lessened or impaired, it shall be deemed a breach of the covenants of this mortgage.
8. That all the terms and provisions of the note which this mortgage secures, of any extension or renewal thereof, and of any agreement supplementary thereto 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 this mortgage as one instrument.
9. That, without in any manner affecting the right of the Government to require and enforce performance at a subsequent date of the same, similar, or any other covenant, agreement, or obligation herein set forth, and without affecting the liability of any person for payment of any indebtedness secured hereby, and without affecting the lien created upon such property or the priority of said lien, the Government is hereby authorized and empowered at its option and at any time to (1) waive the performance of any covenant or obligation herein or in said note or any supplementary agreement contained, (2) deal in any way with the Borrower or grant to the Borrower any indulgence or forbearance or extensions of the time for payment of any indebtedness hereby secured, and (3) execute and deliver partial releases of any part of said property from the lien hereby created.
10. That any notice, consent, or other act to be given or done by the Government 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.
11. That all notices to be given under this mortgage shall be delivered or forwarded by registered mail, addressed in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Topeka, Kansas; and in the case of the Borrower to him at his address stated hereinafter.
12. That all rights, privileges, benefits, obligations, and powers herein conferred on the Government may be exercised on its behalf 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.
13. That the Borrower hereby assigns to the Government any and all rents, profits, and other revenues and incomes of or from this said property; and the Borrower does hereby authorize and empower the Government (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 the Borrower, 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 the Receiver shall be applied, after deduction for 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 the Borrower be in default in the payment of any other debt to the Government not secured by this mortgage, the Government or the Receiver may apply the rents, profits, and other revenues hereby collected to the reduction of same.
- 13¹. That neither said property nor any interest therein will be assigned, sold, or transferred, voluntarily or otherwise, without the consent of the Government.

(Insertion noted)

B. J. L. m. J. L.