

EXCEPT, This mortgage shall be subject to a prior mortgage to the Federal Land Bank of Wichita, Wichita, Kansas, in the amount of \$10,000.00, dated June 3, 1953 and recorded on June 9, 1953 in Book 104, at Page 155 in the office of the Register of Deeds of Douglas County, Kansas.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer or conveyance of any part thereof or interest therein, including but not limited to payments for property taken by eminent domain--all of which are hereinafter called said property;

BORROWER for himself, his heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to said property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, AGREES TO PAY when due the indebtedness hereby secured and, so long as any such indebtedness remains unpaid, COVENANTS AND AGREES TO:

- (1) pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against said property and promptly deliver to the Government without demand receipts evidencing such payments;
- (2) keep said property insured as required by and under policies approved by, delivered to, and retained by the Government;
- (3) maintain improvements in good repair and make repairs required by the Government; operate said 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 abandon said 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;
- (4) if this instrument secures a loan made under title I of the Bankhead-Jones Farm Tenant Act, as amended, personally and continuously reside on said property, personally operate said property with his own and his family labor as a farm and for no other purpose, and not lease the farm or any part of it, unless the Government should consent in writing to some other residence or method of operation or to a lease;
- (5) comply with all laws, ordinances, and regulations affecting said property;
- (6) pay or reimburse the Government for expenses reasonably necessary or incidental to protection of the lien and priority hereof and to enforcement of or compliance with the provisions hereof and of any instrument secured hereby (whether before or after default), including but not limited to costs of evidence of title to and survey of said property, costs of recording this and other instruments, attorneys' fees, trustees' commissions, court costs, and expenses of advertising, selling, and conveying said property;

AND THAT:

- (7) any amounts required herein to be paid by Borrower may, if not paid when due, be paid by the Government and thereupon shall be secured hereby, bear interest at the rate borne by said note if only one is described, or, if more than one is described above and secured hereby, at the rate borne by the one selected by the Government in its sole discretion, and be immediately due and payable by Borrower to the Government, without demand, at the place designated in the note;
- (8) neither said property nor any portion thereof or interest therein shall be assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government;
- (9) at all reasonable times the Government and its agents may inspect said property to ascertain whether the requirements hereof are being met;