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A loan note being made, evidenced by a promissory note of even date herewith, in the principal amount of \$ 21,300.00 such principal amount, with interest being due in installments, the last due on December 1, 2003 and interest upon such indebtedness being due at the rates and in the manner provided in said notes and in a supplemental agreement of even date herewith, which provide for future changes in such interest rates.

Mortgagee hereby covenants and agrees with mortgagee as follows:

1. To be lawfully seized of the simple title to all of said above described real estate; to have good right to sell and convey the same; that the same is free from all encumbrances; and to warrant and defend the title thereto against the lawful claims or demands of all persons whomsoever.
2. To pay when due all payments provided for in the notes and supplemental agreement.
3. To pay when due all taxes, liens, judgments, or assessments which may be lawfully assessed or levied against the property herein mortgaged.
4. To insure and keep insured buildings and other improvements now on, or which may hereafter be placed on, said premises, against loss or damage by fire and/or tornado, in companies and amounts satisfactory to mortgagee, any policy evidencing such insurance to be deposited with, and lost thereunder to be payable to, mortgagee as its interest may appear. At the option of mortgagee, and subject to general regulations of the Farm Credit Administration, sums so received by mortgagee may be used to pay for reconstruction of the destroyed improvement(s); or, if not so applied may, at the option of the mortgagee, be applied in payment of matured indebtedness, or as extra payments on unmatured indebtedness, in the manner provided in said notes and supplemental agreement.
5. To use the proceeds from the loan now being made solely for the purposes set forth in the application therefor.
6. Not to permit, either wilfully or by neglect, any unreasonable depreciation in the value of said premises or the buildings and improvements situate thereon, but to keep the same in good repair at all times; not to remove or permit to be removed from said premises any buildings or improvements situate thereon; not to commit or suffer waste to be committed upon the premises; not to cut or remove any timber therefrom, or permit same, excepting such as may be necessary for ordinary domestic purposes; and not to permit said real estate to depreciate in value because of erosion, insufficient water supply or for inadequate or improper drainage or irrigation of said land.

7. The mortgagee may, at any time, without notice, release all or any part of the premises described herein, grant extensions and defeasances, agree to and grant renewals and reamortizations of the indebtedness, or any part thereof, or release from personal liability any one or more parties who are or may become liable for the indebtedness or any part thereof, without affecting the priority of this mortgage or the personal liability of the mortgagor or any party liable or who may become liable for the payment of the lien hereof.

8. To reimburse mortgagee for all costs and expenses incurred by it in any suit to foreclose this mortgage, or in any suit in which mortgagee may be obliged to defend or protect its rights or lien acquired hereunder, including all abstract fees, court costs, a reasonable attorney fee where allowed by law, and other expenses; and such sums shall be secured hereby and included in any decree of foreclosure.

This mortgage is subject to the Federal Farm Loan Act and all acts amendatory thereof or supplementary thereto.

In the event mortgagee fails to pay when due any taxes, liens, judgments or assessments lawfully assessed against property herein mortgaged, or fails to maintain insurance as hereinbefore provided, mortgagee may make such payments or provide such insurance, and each amount advanced therefor shall become a part of the indebtedness secured hereby but shall be immediately due and shall bear interest from the date of advance to the date of payment as provided in said notes and supplemental agreement.

The said mortgagee hereby transfers, assigns, sets over and conveys to mortgagee all rents, royalties, bonuses and delay moneys that may from time to time become due and payable under any oil and gas or other mineral lease(s) of any kind now existing, or that may hereafter come into existence, covering the above described land, in any portion thereof, and any sums which are now payable, or which at any time in the future may become payable to mortgagee, or successors, in settlement and satisfaction of all claims, injuries, and damages of whatsoever kind, nature or character, growing out of, incident to, or in connection with the production, exploration, drilling, operating or mining for minerals (including, but not limited to oil and gas and related minerals) on the above described real estate, or any portion thereof, and said mortgagee agrees to execute, acknowledge and deliver to the mortgagee such instruments, as the mortgagee may now or hereafter require in order to facilitate the payment to it of said rents, royalties, bonuses, delay moneys, claims, injuries and damages. All such sums so received by the mortgagee shall be applied, first, to the payment of the matured portion of the indebtedness, including interest, and second, the balance if any as extra payments upon the unmatured portion of the indebtedness, in the manner provided in said notes and supplemental agreement; or the mortgagee may, as its option, turn over and deliver to the then owner of said lands, either in whole or in part, any or all such sums, without prejudice to its right to take and retain any future sum or sums, and without prejudice to any of its other rights under this mortgage. The transfer and conveyance hereunder in the mortgage of the aforementioned payments shall be construed to be a provision for the payment or satisfaction of the mortgage debt, subject to the mortgagee's option as hereinbefore provided, independent of the mortgage lien on said real estate. Upon release of the mortgage of record, this conveyance shall become imperative and of no further force and effect.

In the event of foreclosure of this mortgage, mortgagee shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein and collect the rents, issues and profits thereof; the amounts so collected by such receiver to be applied under the direction of the court to the payment of any judgments rendered or amount found due under this mortgage.

In the event mortgagee defaults with respect to any covenant or condition hereof, or of said notes or supplemental agreement, then, at the option of mortgagee, the indebtedness secured hereby shall forthwith become due and payable and bear interest as provided for in said notes and supplemental agreement, and this mortgage shall become subject to foreclosure. Provided, however, mortgagee may at its option and without notice amend any such acceleration but no such amendment shall affect any subsequent breach of the covenants and conditions hereof.

Mortgagee hereby advises notice of election to declare the whole debt due as herein provided, and also the benefit of all stay, valuation, homestead and appointment laws.

The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

Lola S. Powell
LOLA S. POWELL

Doris Powell
DORIS POWELL

Blairford H. Powell, Jr.
BLAIRFORD H. POWELL, JR.

Wayne D. Powell
WAYNE D. POWELL
James Powell
JAMES POWELL