

for such amount or amounts aggregating not less than sixty per cent of the full insurable value of such buildings, as shall be acceptable to second party; and to assign and deliver all the policies representing said insurance to said second party with standard non-contributory beneficiary clauses attached to said policies, making the loss thereunder, if any, payable to said second party, as additional security, with power to demand, and sole power to receive and collect any and all moneys becoming payable thereunder, and any moneys so received by second party, if not used in accordance with the rules and regulations of the Federal Farm Loan Board to pay for the repair or reconstruction of the buildings destroyed or damaged, may be applied by the second party upon the indebtedness hereby secured, and in the event of foreclosure hereunder with power in said second party to assign to the purchaser at foreclosure sale the unexpired term of all such policies; (4) To work (or to cultivate) the premises herein described in a good and husbandlike manner; to keep the buildings and improvements on said premises in good repair; not to remove or demolish said buildings; not to remove any wood or timber from said premises except for domestic uses; not to suffer any lien superior to the lien hereby created to attach to or be enforced against said real estate, nor commit or permit waste of said real estate, nor allow any of the buildings thereon to become vacant or unoccupied; (5) To pay the principal and interest moneys hereby secured when and as the same shall become due and payable; (6) That said second party may pay any and all taxes or assessments as in this mortgage provided, may redeem said real estate from tax or assessment sale, and remove all statutory or other liens therefrom; (7) That upon default by first party in the performance of any covenant or condition required to be performed by first party under the terms of this mortgage (including effecting of insurance as herein provided, payment of any final judgment for any statutory lien against said property, including all costs, and payment of delinquent taxes or assessments as aforesaid) second party may perform any such covenant(s) or condition(s) so left unperformed by first party, and any money expended by second party in performing such covenant(s) or condition(s) left unperformed by first party aforesaid, shall become a part of the debt secured hereby and shall be due and payable immediately; first party shall pay simple interest on defaulted payments at the rate of eight per centum per annum; taxes, liens, judgments or assessments not paid when due, and paid by second party shall become a part of the debt secured hereby and shall be due and payable immediately and shall bear simple interest at the rate of eight per centum per annum; provided, however, that nothing herein contained shall be construed as making it the duty of said second party to advance any money for such purposes or to perform such covenant(s) or condition(s) so left unperformed by first party; (8) That in case said second party shall be made a party to any suit or proceedings at law or in equity affecting the title to, or possession of, the property hereinbefore described, the said second party shall be allowed and paid court costs, expenses and reasonable attorney's fees by it paid or expended in such suit or proceedings, and the same shall be a debt immediately due and payable, which debt is secured by this instrument the same as said note described herein; (9) That if the property herein described shall hereafter be or become included within the benefit district(s) of any drainage, irrigation, levee or reclamation district(s) then the whole indebtedness hereby secured shall, at the option of the second party, become due and payable at once, and the second party may exercise this option either immediately upon the rendering of any final decree in any court of competent jurisdiction by which said drainage, irrigation, levee or reclamation district(s) is established, created, formed and/or extended, or at any time thereafter; and (10) That if default be made in the payment of the indebtedness secured by this mortgage, or any part of the same, or if default be made in the performance of any of the covenants or agreements required to be performed by first party under the terms of this mortgage, then the whole indebtedness hereby secured shall, with or without notice, at the option of second party become due and payable at once.

First party hereby assigns to second party all of first party's right, title and interest in and to any and all sum or sums of money, damages, awards, judgments and allowances arising or growing out of any and all suits, proceedings or actions in any Court at any future time for the purposes of acquiring or condemning any part of the land covered by this mortgage, or any easement or right-of-way over, across, under or upon said land, with full power to the said second party to collect and receive, at the risk, cost and expense of first party, such sums of money, damages, awards and allowances; and all such sums of money, damages, awards and allowances received and collected by second party by reason of this assignment shall be credited to the payment of principal of the debt secured hereby in the same manner and with the same effect as is provided herein for the credit of payments made in advance of the due date thereof, but nothing herein shall be construed as making it the duty of said second party to collect or attempt to collect any such sums of money, damages, awards and allowances.

And to further secure the payment of said note, the first party hereby assigns to second party, in whole or at the option of second party, in such amounts or such proportionate part or parts as the second party may from time to time designate, all the rents, royalties, payments and delay moneys that may from time to time become due and payable on account of any and all oil and gas mining leases or mineral leases of any kind and all other leases of any kind now existing or that may hereafter come into existence covering the above described land, or any part thereof, with full power to the said second party to collect and receive such rents and royalties, and all royalties received by second party by reason of this assignment shall be credited to the payment of principal of the debt secured hereby, in the same manner and with the same effect as is provided herein for the credit of payments made in advance of the due date thereof, and all other moneys received by second party by reason of this assignment shall be applied; first, to the payment of matured installments; second, the balance, if any, to the principal remaining unpaid provided that nothing herein shall be construed as a waiver of the priority of the lien created by this mortgage over any such lease.

Second party before sale hereunder and the purchaser at sale hereunder, shall be subrogated for further security to the lien of any prior judgment lien, mechanic's lien, vendor's lien, or other prior lien or encumbrance, if any, on said premises paid out of the money secured by this mortgage, whether such prior lien or encumbrance has been released of record or not.

First party, as additional security for the above loan, hereby agrees that the Abstracts and all muniments of title to the above described real estate are to be deposited with and retained by the second party, during the duration of this loan, and further agrees with said second party, that in the event of foreclosure of this mortgage that said second party shall have and may pass to its successors in title, said abstracts and all muniments of title.

Non-compliance with any of the agreements made herein by first party shall, at the option of second party, cause the whole debt secured hereby to mature, and no demand for the fulfillment of broken obligations or conditions, and no notice of election to consider the debt due shall be necessary before instituting suit to collect the same and foreclose this mortgage, the institution of such suit being all the notice required. In the event of foreclosure of this mortgage second party shall be allowed the cost of all continuations of abstracts of title to the land herein described and the cost of such continuations may be included in the cause of action and shall be secured by the lien of this mortgage and included in the decree entered in foreclosure.

The words "first party" and all pronouns referring thereto as used in this instrument shall mean the person or persons, whether one or more, executing the same as Grantor or Grantors, and the several covenants, promises and agreements of the first party shall be joint and several undertakings of each and all of said persons. The words "second party" as used in this instrument shall include the successors and assigns of said second party.

This mortgage is subject to the provisions of the Federal Farm Loan Act, as amended.

IN WITNESS WHEREOF, each of the persons hereinabove recited as constituting together said first