

6. To expend the whole of the loan secured hereby solely for the purposes set forth in the Mortgagor's written application for said loan

8. To reimburse the Mortgagee for all costs and expenses incurred by him in any suit to foreclose this mortgage, or in any suit in which the Mortgagee may be obliged to defend or protect his rights or liens acquired hereunder, including all abstract fees, court costs, a reasonable attorney fee where allowed by law, and other expenses; and such sums shall be added to and become a part of the debt secured hereby and included in any decree of foreclosure.

This mortgage is made to the Mortgagee as the Land Bank Commissioner acting pursuant to Part 3 of the act of Congress known as the Emergency Farm Mortgage Act of 1933 (and any amendments thereto), and is hereby agreed to be in all respects subject to and governed by the terms and provisions thereof.

In the event the Mortgagor shall fail to pay when due any taxes or assessments against the security or fail to pay at all times during the existence of this mortgage, all due and unpaid interest on any mortgage, judgment, lien or encumbrance senior to the lien of this mortgage, or fail to pay the principal debt secured by any mortgage, judgment, lien or encumbrance senior to the lien of this mortgage, or fail to perform any other covenant and condition contained in any such mortgage, judgment, lien or encumbrance senior to the lien of this mortgage, or fail to maintain insurance as herein provided for, the Mortgagee may, at its option, (a) pay any such taxes or assessments, or perform such covenants and conditions, or provide such insurance, and the amount paid therefor, or incurred in connection therewith, shall become a part of the indebtedness secured by the lien of this mortgage and bear interest from the date of payment at the rate of five per centum per annum until paid.

If the lands hereby conveyed shall ever, during the life of this mortgage, become included within the boundaries of any irrigation drainage or other special assessment district and/or become subject to and liable for special assessments of any kind, for the payment of which said lands are not liable at the date of the execution of this mortgage, then the whole of the indebtedness hereby secured shall, at the option of the Mortgagee, become due and payable forthwith.

In the event of foreclosure of this mortgage, the 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 judgment rendered or amount found due under this mortgage.

It is agreed that all of the abstracts of title to the real estate above described, which have heretofore been delivered by the Mortgagee to the Mortgagee herein, shall be retained by said Mortgagee until the indebtedness secured shall have been paid and discharged in full, and in the event the title to said real estate is conveyed by the Mortgagee to the Mortgagee in satisfaction of the indebtedness hereby secured, said abstracts shall thereupon become and be the property of the Mortgagee, or in the event of foreclosure of this mortgage, the title to said abstracts shall pass to the purchaser at the Sheriff's or Master's sale, upon expiration of the redemption period provided by law.

The said Mortgagor hereby waives notice of election to declare the whole debt due as herein provided, and also the benefit of all stay, valuation, homestead and annulment laws.

IN WITNESS WHEREOF, the Mortgagor has hereunto set his hand and seal the day and year first above written

#### (ACKNOWLEDGMENT)

Witness my hand and official seal the day and year last above written

C. C. Gerstenberger  
Notary Public

The amount secured by this mortgage has been paid in full, and the same is hereby canceled this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

19 JAN 1967