

ment, or any combination of the aforesaid purposes, and that the Mortgagor did or will use said moneys for the foregoing purposes.

11. That the Government, its agents and attorneys, shall have the right at all times to inspect and examine said property for the purpose of ascertaining whether or not the security given is being lessened, diminished, depleted or impaired, and if such inspection or examination shall disclose, in the judgment of the Government that the security given or property mortgaged is being lessened or impaired, such conditions shall be deemed a breach of the covenants of the mortgage on the part of the Mortgagor.

12. That all of the terms and provisions of the note which this mortgage secures, and of any extension or renewal thereof, and of any agreement supplementary thereto, and of any loan agreement or mortgage insurance contract executed by Mortgagor on account of said indebtedness, 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 said mortgage as one instrument.

13. That without the Government's consent, no final payment of the indebtedness herein secured shall be made, nor shall a release of Mortgagee's interest in and to said property or lien be made, within five (5) years from and after the date of the execution of this mortgage.

14. That all awards of damages up to the amount of the indebtedness of Mortgagor to Mortgagee in connection with any condemnation for public use of or injury to any of said property are hereby assigned and shall be paid to the Government as collection agent for the Mortgagee, who may apply same to payment of the installments last to become due under said note; and Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittances therefor and to appeal in the name of Mortgagor or Mortgagee from any such award.

15. That Mortgagor will record this mortgage at his expense in the office of the Register of Deeds in said county.

16. That should Mortgagor assign, sell, lease, enter into any sharecropping agreement upon, transfer or encumber said property or any interest therein, voluntarily, involuntarily, or otherwise, or should he abandon said property or become an incompetent or be declared a bankrupt or an insolvent or make an assignment for the benefit of creditors, or fail to keep, perform and comply with any covenant, warranty or condition in this instrument contained or referred to, without the consent of Mortgagee and the Government, or upon the death of Mortgagor, the Government, upon succeeding to the rights of the Mortgagee, may declare the amount unpaid immediately due and payable and thereupon exercise any remedy provided herein or by law.

17. That, without in any manner affecting the right of Mortgagee 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 said property or the priority of said lien, Mortgagee is hereby authorized and empowered, upon obtaining the Government's consent thereto, at any time to (1) waive the performance of any covenant or obligation herein or in said note or loan agreement contained, (2) deal in any way with Mortgagor or grant to Mortgagor any indulgence or forbearance or extensions of the time for payment of any indebtedness hereby secured, or (3) execute and deliver partial releases of any part of said property from the lien hereby created; *Provided, however*, That in the event this mortgage is insured by the Government as aforesaid, no assignment of this mortgage shall be binding upon the Government until notice thereof has been given to the Farmers Home Administration and the receipt of such notice is duly acknowledged.

18. That wherever the context hereof requires, the neuter gender as used herein shall include the feminine and the masculine, and the singular number as used herein shall include the plural, and vice versa.

19. That any notice, consent or other act to be given or done by the Mortgagee under this mortgage shall be valid only if in writing and executed or performed by the Mortgagee or its duly authorized representative and, where required, with the written consent of the Administrator of the Farmers Home Administration or his duly authorized representative.

20. That all notices to be given under this mortgage shall be delivered or forwarded by registered mail, addressed in the case of the Mortgagee or the Government, to Farmers Home Administration, United States Department of Agriculture at Topeka, Kansas, and in the case of the Mortgagor to him at the post-office address of the real estate described in this mortgage.

21. That Mortgagor hereby assigns to Mortgagee any and all rents, profits and other revenues and incomes of or from this said property and Mortgagor does hereby authorize and empower the Government, upon succeeding to the rights of the Mortgagee, (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 Mortgagor, 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 of 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 Mortgagor be in default in the payment of any other debt to the Government not secured by this mortgage, the Government or Receiver may apply the rents, profits and other revenues hereby collected to the reduction of same.

22. That all rights, privileges, benefits, obligations and powers herein conferred on the Mortgagee or the Government may be exercised on behalf of the Mortgagee or the Government 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 their duly authorized representatives.

23. THAT TIME IS OF THE ESSENCE of this mortgage and of the note and other instruments herein referred to, AND SHOULD DEFAULT be made in the payment of any installment due under said note or under any extension or renewal thereof or under any agreement supplementary to either, or should Mortgagor fail to keep or perform any covenant, condition or agreement herein contained or referred to, then, in any of said events, the Mortgagee is hereby irrevocably authorized and empowered, at its option and without notice and without affecting the lien hereby created or its priority or any right of the Mortgagee hereunder, to inspect and repair said property and to incur any reasonable expense in the maintenance of said property, including the payment of taxes, insurance premiums, and any other necessary costs and expenditures for the preservation and protection of this lien, and the Government, upon succeeding to the rights of the Mortgagee, is hereby irrevocably authorized and empowered, in like manner, (1) to declare the entire indebtedness herein secured immediately due and payable and to foreclose this mortgage in the manner hereinafter set out, or (2) to pursue any remedy for it by law provided; *Provided, however*, That each right, power or remedy herein conferred upon the Government is cumulative to every other right, power or remedy of the Mortgagee whether herein set out or conferred by law, and may be enforced concurrently therewith. It is understood and agreed that the Mortgagee shall accept the benefits of the mortgage insurance granted by the Government, in lieu of any right of foreclosure which the Mortgagee may have against the mortgaged property and any right to a deficiency judgment against the Mortgagor on account of the indebtedness secured hereby. All moneys advanced or expended by the Mortgagee and the Government as herein provided, including the costs of evidence of title to and survey of said property, reasonable attorneys' fees, court costs and other expenses incurred in enforcing the provisions hereof, with interest at three percent (3%) per annum until repaid, shall become a part of the indebtedness herein secured, and shall be payable as heretofore provided, as part of the principal obligation immediately after such expenditure and without demand, in lawful money of the United States, at Lawrence, Kansas, or at such other place as the Government may designate.