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10. That all awards of damages up to the amount of the indebtedness of Mortgagor to Mortgagee in connection with any condemnation for public use or injury to any of said property are hereby assigned and shall be paid to 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.

11. That, without in any manner affecting the right of Mortgagee to require and enforce performance at a subsequent date of the same, similar or other covenant, agreement or obligation herein set forth, and without affecting the liability of any person for any indebtedness secured hereby, and without affecting the lien created upon said property or the priority of said lien, Mortgagee, herein, her heirs and assigns, and empowered at its option and at any time to (1) waive the performance of any covenant or obligation herein or hereinafter contained, (2) deal in any way with Mortgagee or grant to Mortgagee any indulgence or forbearance or extensions of the time for payment of any indebtedness hereby secured, and (3) execute and deliver partial releases of any part of said property from the lien hereby created.

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

13. That if advances are made or expenses incurred by the Mortgagee which become an additional amount due to Mortgagee under the terms of this instrument, any payments received by Mortgagee hereunder after such advances or expenses become due shall be applied, first, to the payment of such advances or expenses with interest thereon at the rate of three percent (3%) per annum until paid; Provided, however, that any payment made to Mortgagee during the continuance of any default hereunder may be applied to the extinguishment of any indebtedness hereby secured in such order as Mortgagee may determine, notwithstanding any provision to the contrary herein or in said note contained.

14. That Mortgagor will record this mortgage at his expense in the office of the Register of Deeds in the county in which the real estate covered by this mortgage is situated.

15. That should Mortgagee assign, sell, lease, 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, and should he, without the consent of Mortgagee, or upon the death of Mortgagee, Mortgagee may declare the amount unpaid immediately due and payable and thereupon exercise any remedy provided herein or by law.

16. 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 Administrator of the Farmers Home Administration or his duly authorized representative.

17. That all notices to be given under this mortgage shall be delivered or forwarded by registered mail, addressed in the case of the Mortgagee to Farmers Home Administration, Department of Agriculture, at

**Topeka, Kansas**

and in the case of the Mortgagor

to him at the post office address of the real estate covered by this mortgage.

19. That Mortgagee does hereby authorize and empower 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 Mortgagee and (2) upon commencement of any proceedings in law, to enforce any right under this mortgage, to have a Receiver for said property appointed by a court of competent jurisdiction, to take possession of said property for the production of this mortgage, without other evidence and without notice of hearing of said application to the said court, and to collect all rents, profits and other things, all power to rent, lease and operate said property and collect all rents, profits and other revenues from said property and the period of redemption. All rents, profits and other revenues collected as herein provided by either of the above methods of application, after deduction of all costs of collection and administration, upon the mortgage debt in such manner as the said court shall direct; Provided, however, that if the Mortgagee be in default in the payment of any other debt to Mortgagee or to any other creditor, Mortgagee or Receiver may apply the rents, profits and other revenues hereby collected to the reduction of

19. That all rights, privileges, benefits, obligations and powers herein conferred on the Mortgagee may be exercised on behalf of the Mortgagee by the Secretary of Agriculture, 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 his duly authorized representatives.

20. THAT THIS IS THE TENOR OF the mortgage and of the note and other instruments herein referred to, and SHOULD REMAIN be made in the payment of the note secured hereby, or any installment due under said note, or under any extension or renewal thereof, or under any agreement supplementary thereto, or should Mortgagee fail to keep or perform any covenant, condition, or agreement herein contained, referred to, or if the Mortgagee should apply the proceeds of this loan to substantially different purposes from those for which it was obtained, or if any representations herein made by the Mortgagee prove false in any respect, or in the event of actual bankruptcy or of the insolvency of the Mortgagee, or if any of the property subject to the lien here- in is mortgaged, levied upon, or for any reason taken possession of by any person other than the Mortgagee, or them in any of said events Mortgagee irrevocably authorized and empowered, at its option and without notice and without affecting the lien hereon, to sell the property in priority or any right of Mortgagee hereunder (1) to inspect and repair said property and to incur any reasonable expense for the maintenance of said property, in- cluding the payment of taxes, insurance premiums, and any other necessary costs or expenditures for the pres- ervation and protection of this lien, (2) to declare the entire indebtedness herein secured immediately due and payable and to foreclose this mortgage in the manner hereinafter set out, and (3) to pursue any remedy al- lowed by law provided; PROVIDED, HOWEVER, that such right, power, or remedy herein conferred upon Mortgagee is cumulative to every other right, power, or remedy of Mortgagee, whether herein set out or conferred by law, and