

(3)

10. That all sums 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 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 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 at its option and at any time to (1) waive the performance of any covenant or obligation herein or in said note 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, 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 Mortgagor 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 or referred to, without the consent of Mortgagee, or upon the death of Mortgagor, 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

Topoka, Kansas

\_\_\_\_\_ , and in the case of the Mortgagor to him at the post office address of the real estate covered by this mortgage.

18. That Mortgagor 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 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 Mortgagee 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 Mortgagee or the Receiver shall be applied, after deduction of all costs of collection and administration, upon the mortgage debt in such manner as the Mortgagee or the court may direct; Provided, however, that if the Mortgagor be in default in the payment of any other debt to Mortgagee not secured by this mortgage, Mortgagee or Receiver may apply the rents, profits and other revenues hereby collected to the reduction of same.

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 TIME IS OF THE ESSENCE of this mortgage and of the note and other instruments herein referred to, and SHOULD BEHAUF 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 Mortgagor fail to keep or perform any covenant, condition, or agreement herein contained or referred to, or if the Mortgagor 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 Mortgagor prove false in any respect, or in the event of the actual bankruptcy or of the insolvency of the Mortgagor, or if any of the property subject to the lien hereof is the Mortgagee abandons any of said property, or if for any reason the Mortgagee should deem itself insecure, or then in any of said events 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 Mortgagee hereunder (1) 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, (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 for it 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