

together with all rents and other revenue or incomes therefrom, the rights, title and interest of Mortgagor in and to, all and singular, the rights, grants, rights-of-way, easements, water rights, hereditaments, and appurtenances thereunto belonging, including all improvements, and personal property now or hereafter attached to or reasonably necessary to the use of the real property herein described, all of which property is sometimes hereinafter designated as "said property";

TO HAVE AND TO HOLD said property unto Mortgagee and its assigns forever.

AND MORTGAGOR, for himself, his heirs, executors, administrators, successors, and assigns, warrants that he has good right and lawful authority to mortgage the property described herein, and that said property is free and clear of any lien charge or encumbrance thereon or affecting the title to said property except as follows:

AND MORTGAGOR, does hereby covenant and agree:

1. To pay promptly when due all installments of principal and interest according to the terms of said instrument(s) of debt, the insurance charge, and any other indebtedness owing by Mortgagor to Mortgagee and secured hereby. Mortgagor will pay all such obligations to the United States of America, acting through the Administrator of the Farmers Home Administration, as collection agent of Lender, or as Mortgagee.
2. To pay all taxes, assessments, levies, obligations and encumbrances of every nature that affect said property or Mortgagee's rights and interests therein under this mortgage, and to maintain such fire and other insurance policies as Mortgagee may require upon the buildings and improvements now situate or hereafter constructed upon said property. Said fire and other insurance policies shall be in such form, in such amounts, and on such term and conditions as Mortgagee may approve.
3. To maintain said property in proper repair and good condition; to commit or suffer no waste or exhaustion of said property; and to remove or demolish no building or other improvement on said property, neither to cut nor to remove any timber therefrom, nor to remove, nor permit to be removed, any gravel, oil, gas, coal, or other minerals, without the consent of Mortgagee; and promptly to effect such repairs to said property as Mortgagee may from time to time require.
4. To perform, comply with, and abide by each and every agreement, condition, and covenant contained in said instrument(s) of debt, in any extension or renewal thereof, in any agreement supplementary thereto, and in this mortgage; to furnish in such form and at such time as Mortgagee shall request statements of annual income and expenses and other information concerning Mortgagor's farming operations as Mortgagee may request; and to comply with all laws, ordinances, and regulations affecting said property or its use.
5. If Mortgagor has failed to pay the Government the full amount of any installment of principal and interest on or before the due date thereof, Mortgagee will after thirty days from the due date pay the amount of such installment to Lender, less the amount of any previous prepayments (except refunds and payments from the proceeds of voluntary or involuntary sale of a part of the mortgaged property or from royalties from leases under which the value of the security is depreciated). Amounts thus advanced by Mortgagee as well as other amounts advanced for the payment of property insurance premiums, the keeping of said property in repair and free of liens and other claims, the protection, in any manner, of the mortgaged property, taxes, assessments, and items of similar character which may be advanced by Mortgagee for the account of Mortgagor by reason of his failure to pay the same, shall be deducted from the first available collections received from Mortgagor and shall be repaid to the insurance fund maintained by the Mortgagee. All such advances shall bear interest at the rate per annum herein above first mentioned, and until repaid the advances and interest thereon shall be added to subsequent installments. Until such advances have been repaid by Mortgagor, payment thereof by Mortgagee to Lender shall not relieve Mortgagor from the breach of his covenant to pay. Except as provided above, any payment made to Mortgagee hereunder may be applied to any indebtedness secured in such order as Mortgagee may determine notwithstanding any provision to the contrary contained in the instrument(s) of debt, or in this mortgage.
6. Should Mortgagor violate any covenant or condition of this mortgage, Mortgagee may require Lender to assign the instrument(s) of debt, together with the incidents thereto, upon payment of the insurance benefits as described herein. Should Mortgagee require the assignment of any instrument(s) of debt secured hereby from Lender to Mortgagee, upon such assignment and transfer, Mortgagee shall pay the Lender in cash an amount equal to the unpaid principal and interest on the instrument(s) of debt secured hereby.
7. That the indebtedness hereby secured was expressly loaned by the Lender to Mortgagor to enable Mortgagor to improve a farm by soil conservation facilities or practices, water conservation, development or use, forestation, or drainage, approved by Mortgagee, and Mortgagor did or will use said moneys for the foregoing purposes.
8. That Mortgagee, its agents, and attorneys shall have the right at all times to inspect said property for the purpose of ascertaining whether the security given is being lessened or impaired; and if in the judgment of Mortgagee the security given is being lessened or impaired, such condition shall be deemed a breach of the covenants of this mortgage on the part of Mortgagor.
9. 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 should he, without the consent of Mortgagee, fail to keep, perform, and comply with any covenant, warranty, or condition contained or referred to in this mortgage, 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.
10. 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 contained in the instrument(s) of debt or in this mortgage; (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, or to subordinate the lien of this mortgage to other rights in said property.
11. That any notice, consent, or other act to be given or done by 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.
12. That, if at any time, it shall appear to Mortgagee that Mortgagor may be able to obtain a loan from a responsible cooperative or private credit source on terms and conditions which he can reasonably be expected to fulfill Mortgagor will, upon request of Mortgagee, apply for and accept such loan in sufficient amount to repay Mortgagee.
13. That the land and said property described hereinabove shall be the subject of and covered by this mortgage even though Mortgagor shall acquire his title to same after the execution of this mortgage.
14. THAT TIME IS OF THE ESSENCE OF THIS MORTGAGE, and the instruments of debt referred to herein, and upon payment of all indebtedness hereby secured and full performance hereunder by Mortgagor, Mortgagee shall execute and deliver to Mortgagor a release and satisfaction of this mortgage within sixty days (60) after written demand therefor by Mortgagor, Mortgagor hereby waiving the benefits of all statutes or laws which require earlier execution or delivery of such release or satisfaction; BUT SHOULD DEFAULT BE MADE in the payment of any sum when due under said instrument(s) of debt 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 contained or referred to in this mortgage, Mortgagee is hereby irrevocably authorized and empowered at its option and without notice: (1) to declare the entire indebtedness hereby secured immediately due and payable and to foreclose this mortgage in the manner hereinafter set out; (2) to incur and pay any reasonable expenses for repair or maintenance of said property and any expenses or obligations Mortgagor fails to pay as agreed in this mortgage, including taxes, levies, assessments, insurance premiums, and any other necessary costs and expenditures for the protection, preservation, and enforcement of this lien; and (3) to pursue any remedies provided by law.