- (d) He will not lease, sell, remove or encumber any of the property herein mortgaged without the written consent of the Mortgagee.
- (e) He will promptly pay, when due, with interest, all taxes, charges, liens, assessments and encumbrances which now or which may in the future affect the said property.
- (f) He will use the funds advanced by the Mortgagee for the purposes for which the loan secured hereby was made and all properties an facilities owned by him or procured through such loan in accordance with his application for such funds and with such plans as may be agreed upon from time to time by the parties hereto.
- (g) He will commit or suffer no waste of the said property, will maintain the same in good condition, will promptly make such repairs thereof as the Mortgagee may require, and will permit the Mortgagee's agents to inspect the said property at any time.
- (h) If, at any time, it shall appear to the Mortgagee that the Mortgager may be able to obtain a loan from a production credit association, Federal land bank, or other responsible cooperative or private credit source at rates (but not exceeding the rate of 5 percent (5%) per annum) and terms for loans for similar periods of time and purposes prevailing in this area, the Mortgager will, upon request of the Mortgagee, apply for and accept such loan in sufficient amount to repay the Mortgagee and to pay for any stock necessary to be purchased in the cooperative lending agency in connection with the loan.
- 4. PROVIDED, nevertheless, that these presents are upon the express conditions that if the Mortgagor shall well and truly pay, or cause to be paid, when due, the said note(s) and interest thereon, together with all sums which may be advanced by the Mortgagee hereunder, and if he shall fully perform all the terms, covenants and conditions of this mortgage, then this conveyance shall be void; otherwise to remain in full force and effect.
- 5. BUT, time being of essence hereof, if default be made in the payment of said principal sum of money, or any installment of principal or interest thereon as provided in said note(s) or if the Mortgagor fails to repay any and all advances made by the Mortgages to or for the Mortgagor, or if the Mortgagor should fail to pay taxes or assessments on said property when due, 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, or if the Mortgagor fails to keep or comply with any of the covenants and agreements on his part to be kept and performed as herein stated, or in the event of the actual bankruptcy or of the insolvency of the Mortgagor, or if any of the said property is attached, levied upon, or for any reason taken possession of by any person other than the Mortgagee, or if the Mortgagor abandons any of said property, or if for any reason the Mortgagee should deem himself insecure, the Mortgagee may, at his option, exercise any or all remedies hereinafter specified, the exercise of which, or any of which, shall be considered as optional with the Mortgagee and cumulative and not as a waiver of any other right or remedy which would otherwise exist in law or equity for the enforcement of this Mortgage or the collection of the indebtedness secured hereby;
- (a) The Mortgagee may perform any such defaulted covenants or agreements to such extent as the Mortgagee shall determine, and may enter upon said property, inspect, repair and maintain the same, and may perform such other acts thereon and may advance all such moneys as the Mortgagee shall deem necessary for any such purpose. All leases, rents, crops, issues and profits of the said property, after default, are hereby assigned and transferred to the Mortgagee as additional security indebtedness secured hereby; and the Mortgagee shall have the right to take possession of the said property, and collect the rents, crops, issues and profits therefrom and apply the same, less reasonable costs of collection, upon the indebtedness hereby secured; and