together with all rents and other revenues or income therefrom, the rights, easements, hereditaments, water, water rights, and appurtenances thereunto belonging, and 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 hereinafter called 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 the title to said property and does hereby covenant and agree:

- To pay when due the indebtedness hereby secured and all taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature whatsoever that affect said property or Mortgagee's rights and interests therein under this mortgage.
- 2. To maintain such fire and other insurance policies as Mortgagee may require upon the buildings and improvements now situate or hereafter constructed in or upon said property. Said fire and other insurance policies shall be with companies, in amounts, and on terms and conditions approved by Mortgagee.
- 3. To maintain said property in proper repair and good condition; to commit or suffer no waste or exhaustion of said property; 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, except such as may be necessary for ordinary domestic purposes; and promptly to effect such repairs to said property as Mortgagee may 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; and to comply with all laws, ordinances, and regulations affecting said property or its use.
- 5. 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.
- 6. That all of the provisions of said instrument(s) of debt and of any extension or renewal thereof, and of any agreement supplementary thereto are incorporated in and made a part of this mortgage as if the same were set out in full herein, and shall be construed with this mortgage as one instrument.
- 7. That any payment made to Mortgagee hereunder may be applied to any indebtedness hereby 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.
- 8. That should Mortgagor assign, sell, lease, transfer, or encumber said property or any interest therein, voluntarily, involuntarily, or otherwise, or should be 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 be 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.
- 9. 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.
- 10. 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.
- 11. That all rights, privileges, benefits, obligations, and powers herein conferred on Mortgagee may be exercised on behalf of Mortgagee 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 his duly authorized representative.
- 12. That Mortgagor will record this mortgage at his own expense in the office in said County where real estate mortgages are recorded.
- 13. That if any debt secured hereby was incurred under the Bankhead-Jones Farm Tenant Act, as amended, and 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 at a rate of interest not exceeding five percent (5%) per annum, and terms for loans for similar periods of time and purposes prevailing in the area in which the loan is to be made, and that if any debt secured hereby was incurred under the Act of August 28, 1937, as amended (16 U.S.C. 590r-x-3) and 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 and to pay for any stock necessary to be purchased in the cooperative lending agency in connection with the loan.