

PROVIDED ALWAYS, NEVERTHELESS, And it is true intent and meaning of the parties to these presents that if first party shall well and truly pay, or cause to be paid, unto second party, his successors or assigns the said debt or sum of money, with interest thereon as aforesaid, and shall perform all terms, conditions, and covenants according to the true intent of said note and this mortgage and any other instrument securing said note, and comply with all the provisions of Part 3 of the aforesaid Act of Congress and all amendments thereto, and with the rules and regulations issued and that may be issued by second party or his successors, acting pursuant to the aforesaid Act of Congress, or any amendments thereto, then this mortgage shall cease, determine, and be utterly null and void; otherwise it shall remain in full force and effect.

FOR THE CONSIDERATION aforesaid, it is covenanted and agreed by first party to and with second party as follows:

1. First party is lawfully seized of said property in fee simple and has a perfect right to convey same; there are no encumbrances or liens whatsoever on said property except the following:

N O N E

2. First party will insure and keep insured as may be required by second party from time to time all groves and orchards now on said property or that may hereafter be thereon against loss or damage by fire, windstorm, hail, frost and/or freeze, and all buildings now on said property, and all buildings which may hereafter be erected thereon, against loss or damage by fire or windstorm in such form, such amounts, and in such company or companies, as shall be satisfactory to second party, the loss, if any, to be payable to second party as his interest may appear at the time of the loss. First party will deliver to second party the policy or policies of insurance with mortgagee clause attached thereto satisfactory to second party, and will promptly pay when due all premiums for such insurance. If any grove or orchard shall be destroyed ^{or damaged} by fire, windstorm, hail, frost, and/or freeze, the amount received in settlement of the loss may be applied at the option of second party on such part of the indebtedness secured by this instrument as second party may in his sole discretion determine. If any building on said property so insured shall be destroyed or damaged by fire or windstorm, the amount received in settlement of the loss may be applied at the option of second party either on such part of the indebtedness secured by this instrument as second party may in his sole discretion determine or to the reconstruction or repair of the buildings so destroyed or damaged.

3. First party will pay all taxes, assessments, and other governmental charges, and all judgements, that may be levied or assessed upon or against the property herein described, or that may be or become a lien thereon, and all amounts (both principal and interest) constituting, or secured by, a lien or mortgage upon the property herein described prior to this mortgage, when due and payable, and before they become delinquent, and will, on demand, furnish receipts to second party showing payment of the same.

4. All fixtures and improvements of every kind whatsoever now on said property or hereafter placed thereon are, and shall immediately be and become, subject to all the terms, conditions, and covenants contained in said note and this mortgage, and shall also be subject to the provisions of the aforesaid Act of Congress and all amendments thereto, as well as the rules and regulations issued and that may be issued by the Land Bank Commissioner or his successors, acting pursuant thereto.

5. First party will keep all buildings, fences, fixtures, and other improvements, of every kind and nature, now on said property, or hereafter erected or placed thereon, in good order and condition, will not permit any houses on said property to become vacant or unoccupied, will rebuild, repair and restore any uninsured buildings, fences, fixtures, or other improvements that may be destroyed or damaged by fire or windstorm or otherwise, will maintain and work the above described premises in a good and husbandlike manner, will not commit or permit waste on said property, or the destruction or removal from said property of any buildings, fences, fixtures, or improvements of any kind whatsoever, and will not cut, use, or remove, or permit the cutting, use, or removal of any wood, trees, or timber on said property, for sawmill, turpentine, or other uses or purposes, except for firewood for use on said premises and other ordinary farm purposes, without the written consent of second party or his agent duly authorized in writing, and will not cause or permit any injury or change of any kind to or in any part of the premises, or any buildings, fences, fixtures, or improvements thereon.

6. First party will expend the whole of the loan secured hereby for the purposes set forth in the application therefor. It is represented and declared as a condition hereof by first party that, when the loan secured hereby is closed, there will be no outstanding and unsatisfied lien or encumbrance of any nature against the property herein described, except as described in covenant one above or with the written consent of second party or his agent duly authorized in writing.