

§ 44 TOGETHER WITH all timber, rights, members, privileges, interest, easements, improvements, tenements, hereditaments, and appurtenances thereunto belonging or pertaining, all fixtures, equipment and appliances now or subsequently attached to or used in connection with said premises, and all the rents, issues and profits thereof (of said property being herein referred to as "the premises").

As further security for payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, Mortgagor hereby transfers, sets over and assigns to Mortgagee:

a. All rents, issues and profits of the premises from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Mortgagor, however, so long as Mortgagor is not in default hereunder, the right to receive and retain such rents, issues and profits.

b. All judgments, awards of damages and settlements hereafter made as a result or in lieu of any taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof.

TO HAVE AND TO HOLD all and singular the premises unto the Mortgagee, its Successors and Assigns. And the Mortgagor does hereby covenant to warrant and forever defend all and singular the said premises unto the Mortgagee, its Successors and Assigns, from and against the said Mortgagor and every person whomsoever lawfully claiming or to claim the same or any part thereof.

MORTGAGOR COVENANTS AND AGREES:

1. That Mortgagor is lawfully seized and possessed of said premises; has good right to sell and convey the same; that the premises are free of all encumbrances; and that Mortgagor warrants and will defend the title thereto against the lawful claims of all persons whomsoever.

2. To pay all sums secured hereby when due.

3. To pay, when due, all taxes and assessments of every type or nature levied or assessed against the premises or Mortgagee's interest therein (and produce receipts therefor upon demand), and any claim, lien or encumbrance against the premises which may be or become prior to this Mortgage.

4. To pay all taxes which may be assessed upon this Mortgage, or said note, or indebtedness secured hereby, without regard to any law, heretofore or hereafter enacted, imposing payment of all or any part thereof upon Mortgagee. In event of enactment of any law imposing payment of all or any portion of such taxes upon Mortgagee, or the rendering by any court of competent jurisdiction of a decision that the undertaking by Mortgagor, as herein provided, to pay such tax or taxes is legally inoperative, then, unless Mortgagor nevertheless pays such taxes, all sums hereby secured, without any deduction, shall at the option of the Mortgagee become immediately due and payable, notwithstanding anything contained herein or any law heretofore or hereafter enacted.

5. If the premises or any part thereof become embraced within the boundaries of any irrigation, levee, drainage or other improvement district (except school or road) and such district shall have power to issue bonds or other evidence of indebtedness requiring the levy and collection of taxes in payment thereof, the note hereby secured shall at the option of the holder thereof, without notice, become due and payable, notwithstanding anything contained in said note, or this Mortgage, or any law that may hereafter be enacted.

6. To keep the premises insured against loss or damage by fire, windstorm and such other hazards as may be required by Mortgagee in form and amounts satisfactory to, and in insurance companies approved by the Mortgagee, the policies for which insurance shall be payable to Mortgagee. Such policies shall be delivered to and held by Mortgagee without liability. Upon acquisition of the premises or any part thereof by Mortgagee, said policies shall become the absolute property of Mortgagee.

7. That Mortgagor (i) will not remove or demolish nor alter the design or structural character of any building now or hereafter erected upon the premises unless Mortgagee shall first consent thereto in writing; (ii) will maintain the premises in good condition and repair; (iii) will comply with all laws, ordinances, regulations, covenants and restrictions affecting the premises, and will not suffer or permit any violation thereof; will furnish such information respecting use and operation of the premises as Mortgagee may from time to time demand.

8. That Mortgagor (i) will not commit or suffer waste of the premises or impairment in any manner of the agricultural value of the land and without limiting the generality of the foregoing, will cultivate, irrigate, fertilize, spray, prune, keep the non-timber land free from foul and noxious weeds, brush and other undesirable growths, provide for stock selection, crop rotation, drainage, prevention of erosion and pasture maintenance in accordance with good husbandry and the new approved methods of agricultural development; will not cut or remove or suffer cutting or removing of any trees or timber on the premises (except for domestic purposes) or remove turpentine or permit any cupping for turpentine without Mortgagee's written consent; (ii) will operate the timber lands on the premises in accordance with sound practices of production, care, and harvesting; (iii) will take those accepted forest sanitation and control measures which are reasonably necessary to protect said timber lands from disease and insect infestation; (iv) will take all measures which are reasonably necessary to protect said timber lands from loss by fire, which measures shall be at least equal to fire control practices generally followed on timber producing property in the same general area, including the adoption of suitable prevention and control measures, the maintenance of roads in such manner as to permit access of mobile fire-fighting equipment to all parts of the timber lands, the maintenance of fire lanes, proper disposal of slash and slabs and full cooperation with state and federal agencies on matter of fire prevention and control.

That as often as forest, wild fire or other hazard, including windstorm, damage the timber lands, Mortgagor shall deliver to Mortgagee within 20 days after the happening of each such occurrence, a detailed statement in writing, specifying the number of acres damaged and an estimate of the nature and extent of the resulting damage; that, if in the opinion of the Mortgagee, such measures or equipment are inadequate, the Mortgagor will, upon written request of the Mortgagee, adopt such additional measures and acquire and maintain such additional fire-fighting equipment as the Mortgagee may require.

9. If Mortgagor fails to pay any claim, lien or encumbrance which is prior to this Mortgage, or, when due, any tax or assessment or insurance premium, or to keep the premises in repair, or if any violation of any undertaking on the Mortgagor's part set forth in the paragraph immediately preceding shall occur, or if there be commenced any action or proceeding affecting the premises or the title thereto, then Mortgagee at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may procure such abstracts or other evidence of title as it deems necessary, may make such repairs and take such steps as it deems advisable to prevent or cure any such breach, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any of said purposes, Mortgagee may advance such sums of money as it deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium, of the necessity for any other action herein provided for, and of the amount necessary to be paid in satisfaction thereof.