

10. First party shall hold and enjoy the said premises until default in payment of any of the installments as provided in said note or a breach of any of the covenants or conditions of said note or this mortgage shall be made; however, any agent or employee of second party or any person designated by second party may enter upon said premises at any time for the purpose of inspecting same or for any other purpose desired by second party.

11. All amounts that may hereafter be awarded for condemnation of, and waste and tortious injury to, any of the property hereby encumbered are hereby assigned and shall be payable unto second party for application, after payment therefrom of attorney's fees and expenses incurred by first party and by second party in connection therewith, on such part of the indebtedness secured hereby as second party may determine, with no duty on second party to collect same.

12. In the event second party becomes a party to any legal proceeding (excluding an action to foreclose this mortgage or to collect the debt hereby secured), involving this mortgage or the premises described herein (including but not limited to the title to the lands described above), second party may also recover of first party all costs and expenses reasonably incurred by the mortgagee, including a reasonable attorney's fee, which costs, expenses and attorney's fee when paid by second party shall become a part of the debt secured hereby and shall be immediately payable upon demand, and shall draw interest from the date of advance by second party until paid at the highest rate provided in said note.

13. This instrument is subject to the Federal Farm Loan Act and all acts amendatory thereof and supplementary thereto, and regulations issued thereunder. All rights, powers, privileges, options and remedies and rights allowed by law, may be pursued concurrently, and shall extend to and may be exercised and enjoyed by the successors and assigns of second party, and by any agent, officer, attorney or representative of second party, its successors or assigns. All obligations of, and assignments by, first party herein and hereunder shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of first party.

WITNESS our hand s and seal s , this the day and year first above written.

Signed, Sealed, and Delivered in the presence of:

Mary N. Parker
Fred D. H. J.

W. Rainer Higley (Seal)
W. Rainer Higley (Seal)
(Seal)
(Seal)