

13. That, without Mortgagee's consent, no final payment of said loan shall be made within five (5) years from and after the date of the instrument of debt.

14. That all awards of damages, up to the amount of the indebtedness of Mortgagor to Lender on said loan plus any indebtedness to Mortgagee under this Mortgage, in connection with any condemnation for public use of or injury to any of said property are hereby assigned and shall be paid to Mortgagee, who may apply same first to payment of any indebtedness to Mortgagee under this mortgage and then remit the balance to Lender for application on the installments last to become due under said instrument of debt, and Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittances therefor and to appeal in the name of Mortgagor or Mortgagee from any such award.

15. That Mortgagor will record this mortgage at his expense in the Office of the Recording Officer in said County.

16. That should Mortgagor assign, sell, lease, enter into any sharecropping agreement upon, transfer or encumber said property or any interest therein, voluntarily, involuntarily or otherwise, or should he 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 he fail to keep, perform and comply with any covenant, warranty or condition contained in this instrument or in any other instrument executed in connection with said loan or the insurance thereof, without the consent of Mortgagee, or upon the death of Mortgagor, Mortgagee may declare the entire amount unpaid under said instrument of debt and any indebtedness to Mortgagee under this mortgage immediately due and payable and thereupon exercise any remedy provided herein or by law.

17. 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 described or referred to herein, without affecting the liability of any person for payment of said instrument of debt or any indebtedness to Mortgagee under this mortgage 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 performance of any covenant or obligation described or referred to herein; (2) deal in any way with Mortgagor or grant to Mortgagor any indulgence or forbearance or extensions of the time for payment of any amounts owed under the instrument of debt or any indebtedness to Mortgagee under this mortgage; or (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.

18. That wherever the context hereof requires, the neuter gender as used herein shall include the feminine and the masculine, and the singular number as used herein shall include the plural, and vice versa.

19. 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

20. That all notices to be given under this mortgage shall be delivered or forwarded by certified mail (or registered mail if required by State statute), addressed in the case of Mortgagee to Farmers Home Administration, United States Department of Agriculture, at Portland, Oregon, or at such other place as Mortgagee may designate, and in the case of Mortgagor to him at the post-office address of the real estate described in this mortgage.

21. 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.

22. THAT TIME IS OF THE ESSENCE of this mortgage and of the instrument of debt and other instruments herein referred to, AND SHOULD DEFAULT be made in the payment of any amount due under said instrument of debt or under any extension or renewal thereof or in payment of any indebtedness to Mortgagee under this mortgage or should Mortgagor fail to keep or perform any covenant, condition or agreement herein contained or referred to, then in any of said events, Mortgagee is hereby irrevocably authorized and empowered, at its option and without notice and without affecting the lien hereby created or its priority or any right of Mortgagee hereunder, to inspect and repair said property and to incur any reasonable expense in the maintenance of said property, including the payment of taxes, levies, assessments, insurance premiums and any other necessary costs and expenditures for the preservation and protection of this lien, and Mortgagee is hereby irrevocably authorized and empowered, in like manner, (1) to declare the entire amount unpaid under said instrument of debt and any indebtedness to Mortgagee under this mortgage immediately due and payable and to foreclose this mortgage in the manner hereinafter set out or (2) to pursue any remedy for it by law provided: *Provided, however,* That each right, power or remedy herein conferred upon Mortgagee is cumulative to every other right, power or remedy of Mortgagee, whether herein set out or conferred by law, and may be enforced concurrently therewith. All moneys advanced or expended by Mortgagee as herein provided, including the costs of evidence of title to and survey of said property, reasonable attorneys' fees, court costs and other expenses incurred in enforcing the provisions hereof, with interest at the rate specified in the instrument of debt until repaid, shall become a part of the indebtedness to Mortgagee under this mortgage, and shall be payable as part of the principal obligation immediately after such expenditure except as hereinbefore provided and without demand, in lawful money of the United States, at the place designated in the instrument of debt or at such other place as Mortgagee may designate.

23. That Mortgagee may foreclose this mortgage by action in a court of competent jurisdiction in accordance with the laws made and provided therefor and existing at the time of commencement thereof.

24. That should said property be sold under foreclosure: (1) The terms and conditions of such sale shall be agreeable to Mortgagee; (2) Mortgagee may bid at such sale and purchase said property as a stranger; (3) Mortgagor will pay a reasonable attorney's fee to Mortgagee for the foreclosure thereof, together with any costs, fees and expenses incurred in connection therewith; and (4) Mortgagor does hereby expressly waive all rights to the possession of said property during the period of redemption notwithstanding the fact that said property was, at the time of such sale, being used as a homestead or as farming land, and Mortgagor does hereby waive all exemptions which he has or to which he may be entitled under the constitution and laws of the State of Washington.

25. That application of the proceeds of such sale shall be made in the following order: (1) To the payment of the cost of foreclosure, including expenses of advertising, selling and conveying said property, abstract of title, a reasonable attorney's fee, court costs and other expenses incident and necessary thereto; (2) to the payment of any amounts that shall have been expended by Mortgagee or that may then be necessary to expend in the payment of insurance premiums, taxes or other expenditures as herein provided, with interest thereon, as aforesaid; (3) to the payment of any amount due to Mortgagee as charges for loan insurance; (4) to the payment in full of the instrument of debt, whether the same shall or shall not have fully matured at the time of said sale; (5) to the payment of secondary liens duly approved and allowed by the court; and (6) the balance, if any, shall be delivered to Mortgagor.

26. That 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, Mortgagor will, upon request of Mortgagee, apply for and accept such loan in sufficient amount to repay Lender and Mortgagee and to pay for any stock necessary to be purchased in the cooperative lending agency in connection with the loan.