



6

BOOK 47 PAGE 67

the Government under this mortgage; and (c) execute and deliver partial release 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.

- 16. That any notice, consent or other act to be given or done by the Government under this mortgage shall be valid only if in writing and executed or performed by the State Director of the Farmers Home Administration or his duly authorized representative.
- 17. That if at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source on terms and conditions which it can reasonably be expected to fulfill, Borrower will, upon request of the Government, apply for and accept such loans in sufficient amount to repay the Government.
- 18. That the land and said property described hereinabove shall be the subject of and covered by this mortgage even though Borrower shall acquire its title to same after the execution of this mortgage.
- 19. That all awards of damages, up to the amount of the indebtedness of Borrower to the Government on said loan plus any indebtedness to the Government 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 the Government who may apply same first to payment of any indebtedness to the Government under this mortgage for application on the installments last to become due under said promissory note, and the Government is hereby authorized, in the name of Borrower, to execute and deliver valid acquittances therefor and to appeal in the name of Borrower or the Government from any such award.
- 20. THAT TIME IS OF THE ESSENCE OF THIS MORTGAGE and the promissory note referred to herein, and upon payment of all indebtedness evidenced by said promissory note and all indebtedness to the Government under this mortgage and full performance hereunder by Borrower, the Government shall execute and deliver to Borrower a release and satisfaction of this mortgage within sixty (60) days after written demand therefor by Borrower, Borrower hereby waiving the benefits of all statutes or laws which require earlier execution or delivery of such release or satisfaction; BUT SHOULD DEFAULT BE MADE in the payment of any sum when due under said promissory note or under any extension or renewal thereof or under any agreement supplementary thereto, or should Borrower fail to keep or perform any other covenant, condition or agreement contained or referred to in this mortgage, the Government is hereby irrevocably authorized and empowered at its option and without notice: (a) to declare the entire indebtedness evidenced by said promissory note and any other indebtedness owing by Borrower to the Government under this mortgage immediately due and payable and to foreclose this mortgage in any manner provided by law; (b) to incur and pay any reasonable expenses for repair or maintenance of said property and any expenses or obligations Borrower fails to pay as agreed in this mortgage, including taxes, levies, assessments, insurance premiums and any other necessary costs and expenditures for the protection, preservation and enforcement of this lien; and