

DATE THEREOF AND PROVIDES THAT AT ANY PAYMENT PERIOD AFTER FIVE YEARS FROM THE DATE THEREOF, THE MAKER AT HIS OPTION SHALL HAVE THE PRIVILEGE OF PAYING ANY NUMBER OF AMORTIZATION INSTALLMENTS OR THE ENTIRE AMOUNT THEN DUE; AND EACH OF SAID NOTES PROVIDES ALSO FOR A REASONABLE ATTORNEY'S FEE IN ADDITION TO THE COSTS IN CASE OF SUIT THEREON.

EACH OF THE MORTGAGORS COVENANTS THAT THEY ARE LAWFULLY SEIZED OF SAID PREMISES IN FEE SIMPLE HAVE GOOD RIGHT AND LAWFUL AUTHORITY TO CONVEY AND MORTGAGE SAID PREMISES IN THE MANNER AND FORM AFORESAID, AND THAT SAID PREMISES ARE FREE FROM ENCUMBRANCES, AND EACH OF THE MORTGAGORS SHALL AND WILL WARRANT AND DEFEND THE SAME FOREVER AGAINST THE LAWFUL CLAIMS AND DEMANDS OF ALL PERSONS WHOMSOEVER, AND THIS COVENANT SHALL NOT BE EXTINGUISHED BY ANY FORECLOSURE HEREOF, BUT SHALL RUN WITH THE LAND.

AND EACH OF THE MORTGAGORS FURTHER COVENANTS AND AGREES:

TO PAY ALL DEBTS AND MONEYS SECURED HEREBY, WHEN FROM ANY CAUSE THE SAME SHALL BECOME DUE;

NOT TO PERMIT OR SUFFER ANY TAX, ASSESSMENT, OR OTHER LIEN OR ENCUMBRANCE PRIOR TO THE LIEN OF THIS MORTGAGE, TO EXIST AT ANY TIME AGAINST SAID PREMISES;

TO PROCURE AND DELIVER TO THE MORTGAGEE BEFORE ANY INTEREST OR PENALTY ON ANY TAX OR ASSESSMENT SHALL BEGIN TO RUN OR ACCRUE, THE OFFICIAL RECEIPT OF THE PROPER OFFICER SHOWING PAYMENT THEREOF;

NOT TO COMMIT OR SUFFER WASTE UPON SAID PREMISES, AND TO KEEP ALL ORCHARDS ON SAID LAND PROPERLY IRRIGATED, CULTIVATED, SPRAYED AND CARED FOR;

TO COMPLETE ALL BUILDINGS IN COURSE OF CONSTRUCTION, OR ABOUT TO BE CONSTRUCTED THEREON, WITHIN A REASONABLE TIME FROM THE DATE HEREOF IN ACCORDANCE WITH THE AGREEMENT HERETOFORE MADE BETWEEN THE PARTIES HERETO;

TO KEEP ALL BUILDINGS IN GOOD REPAIR AND UNCEASINGLY INSURED AGAINST LOSS OR DAMAGE BY FIRE IN MANNER AND FORM SATISFACTORY TO THE MORTGAGEE, AND IN A COMPANY OR COMPANIES TO BE APPROVED BY THE MORTGAGEE, IN SUCH SUM AS SHALL BE APPROVED BY THE MORTGAGEE; TO PAY ALL PREMIUMS AND CHARGES ON ALL SUCH INSURANCE WHEN DUE; TO DEPOSIT WITH THE MORTGAGEE ALL INSURANCE POLICIES WHATSOEVER AFFECTING THE MORTGAGED PREMISES, WITH RECEIPTS SHOWING PAYMENT IN FULL OF ALL PREMIUMS AND CHARGES AFFECTING SAID POLICIES, AND COVENANTS THAT ALL INSURANCE WHATSOEVER AFFECTING THE MORTGAGED PREMISES SHALL BE MADE PAYABLE, IN CASE OF LOSS, TO THE MORTGAGEE, WITH A MORTGAGE SUBROGATION CLAUSE IN FAVOR OF AND SATISFACTORY TO THE MORTGAGEE. IN CASE OF PAYMENT OF ANY POLICY OR ANY PART THEREOF, THE AMOUNT SO PAID SHALL BE APPLIED EITHER UPON THE INDEBTEDNESS SECURED HEREBY OR IN REBUILDING OR RESTORING THE PREMISES, AS THE MORTGAGEE MAY ELECT.

SHOULD THE MORTGAGORS BE OR BECOME IN DEFAULT IN ANY OF THE FOREGOING COVENANTS OR AGREEMENTS, THEN THE MORTGAGEE (WHETHER ELECTING TO DECLARE THE WHOLE INDEBTEDNESS HEREBY SECURED DUE AND COLLECTIBLE OR NOT) MAY PERFORM THE SAME, AND ALL EXPENDITURES MADE BY THE MORTGAGEE IN SO DOING, OR UNDER ANY OF THE COVENANTS OR AGREEMENTS HEREIN, SHALL DRAW INTEREST AT THE RATE OF 8 PER CENT PER ANNUM, AND ALL SUCH EXPENDITURES SHALL BE REPAYABLE BY THE MORTGAGORS WITHOUT DEMAND, AND TOGETHER WITH INTEREST AND COSTS ACCRUING THEREON, SHALL BE SECURED BY THIS MORTGAGE; AND THE RIGHTS AND DUTIES OF THE PARTIES COVENANTED FOR IN THIS PARAGRAPH SHALL APPLY EQUALLY TO ANY AND ALL PART PAYMENTS OR ADVANCES MADE BY THE MORTGAGEE FOR ANY OF THE PURPOSES HEREIN REFERRED TO.