

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.

THE MORTGAGORS, IN ORDER TO QUALIFY AS BORROWERS FROM THE MORTGAGEE, HAVE BECOME, OR ARE ABOUT TO BECOME, THE OWNERS OF STOCK IN A NATIONAL FARM LOAN ASSOCIATION, AND HEREBY COVENANT AND AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS, THAT ANY TRANSFER BY OPERATION OF LAW OF THE LANDS HEREIN MORTGAGED SHALL OPERATE AS A TRANSFER OF THE OWNERSHIP OF SUCH STOCK TO THE SUCCESSORS IN TITLE TO THE MORTGAGED LAND.

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.

TIME IS MATERIAL AND OF THE ESSENCE HEREOF AND IF DEFAULT BE MADE IN THE PAYMENT OF ANY OF THE SUMS HEREBY SECURED OR IN THE PERFORMANCE OF ANY OF THE COVENANTS HEREIN CONTAINED, OR IF THE WHOLE OR ANY PORTION OF SAID LOAN SHALL BE EXPENDED FOR PURPOSES OTHER THAN THOSE SPECIFIED IN THE ORIGINAL APPLICATION THEREFOR, EXCEPT BY THE WRITTEN PERMISSION OF SAID MORTGAGEE GIVEN BEFORE SAID EXPENDITURE IS MADE, THEN, IN ANY SUCH CASE, THE BALANCE OF UNPAID PRINCIPAL WITH ACCRUED INTEREST AND ALL OTHER INDEBTEDNESS HEREBY SECURED, SHALL, AT THE ELECTION OF THE MORTGAGEE, BECOME IMMEDIATELY DUE WITHOUT NOTICE, AND THIS MORTGAGE MAY BE FORECLOSED; BUT THE FAILURE OF THE MORTGAGEE TO EXERCISE SUCH OPTION IN ANY ONE OR MORE INSTANCES SHALL NOT BE CONSIDERED AS A WAIVER OR RELINQUISHMENT OF THE RIGHT TO EXERCISE SUCH OPTION IN CASE OF ANY DEFAULT, BUT SUCH OPTION SHALL BE AND REMAIN CONTINUOUSLY IN FULL FORCE AND EFFECT.