

as he shall designate or to rebuilding or restoring the premises.

To expend all moneys loaned to the mortgagor and secured by this mortgage only for the purposes set out in the original application for this loan, unless the mortgagee shall otherwise consent in writing.

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 at his option perform the same in whole or in part 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 five per cent per annum, and shall be repayable immediately by the mortgagors without demand, and, together with interest and costs accruing thereon, shall be secured by this mortgage.

If any of the mortgaged property shall be taken under right of eminent domain all compensation for the portion taken and damages to the remaining portion shall be paid to the mortgagee to be applied upon such portion of the indebtedness secured hereby as he shall designate.

Time is material and of the essence hereof and in case of breach of any of the covenants hereof or if default be made in the payment of any of the sums hereby secured or in the performance of any covenants and agreements herein contained, 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.

In any suit to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or in any suit which the mortgagee may be obliged to prosecute or defend to effect or protect the lien hereof, the mortgagors agree to pay a reasonable sum as attorney's fees and all costs and expenses, including cost of abstract or title search, in connection with said suit, and such sums shall be secured hereby and included in the decree of foreclosure.

Upon maturity of said indebtedness for any cause, the mortgagee shall have the right forthwith to enter into and upon the mortgaged premises and take possession thereof, and to collect the rents, issues and profits thereof, and apply the same, less reasonable costs of collection, upon the indebtedness hereby secured, and the mortgagee shall have the right to the appointment of a receiver to collect the rents, issues and profits of the mortgaged premises. The rents, issues and profits from said premises after default are hereby assigned and mortgaged to the mortgagee as additional security for the indebtedness herein described.

Each of the covenants and agreements herein shall be binding upon all successors in interest of each of the mortgagors, and each shall inure to the benefit of any successors in interest of the mortgagee.

This mortgage and the note secured hereby are executed and delivered under and in accordance with Part 3, Act of Congress entitled the Emergency Farm Mortgage Act of 1933, and any amendments thereto, and are subject to all the terms, conditions, and provisions thereof, which Act is made a part hereof the same as if set out in full herein.

The taking of other and additional security for the indebtedness hereby secured shall not operate as a waiver or relinquishment of the lien hereby created in whole or in part.

This mortgage is junior to a mortgage to The Federal Land Bank of Spokane, a cor-