

245

manner and form as aforesaid, and that said premises are free from encumbrances, except as herein stated; 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 lien or encumbrance except as hereinafter provided prior to the lien of this mortgage or any charge which may ripen into a lien against said premises to exist against the same;

To pay all taxes and assessments upon said premises before the same become delinquent and to procure and deliver to the mortgagee before any interest or penalty thereon shall begin to run or accrue, the official receipt of the proper officer or person showing payment thereof;

Not to permit the buildings on said premises to become vacant or unoccupied; not to remove or demolish or permit the removal or demolition of said buildings or improvements; not to cut or remove or permit the cutting or removal of timber from said premises except for domestic use; to maintain and cultivate the premises in a good and husband-like manner; to keep the orchards on said land properly irrigated, cultivated, sprayed and cared for; and not to commit or suffer waste of any kind whatsoever upon said premises;

To complete all buildings in course of construction, or about to be constructed thereon, within 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 that all insurance whatsoever affecting the mortgaged premises shall be made payable, in case of loss, to the mortgagee, with a mortgage clause in favor of and satisfactory to the mortgagee. Any sum received by the mortgagee in settlement of an insured loss may be applied at his option to discharge such portion of the indebtedness secured hereby 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 of 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.