

note or loan agreement contained, (2) deal in any way with Mortgagor or grant to Mortgagor any indulgence or forbearance or extensions of the time for payment of any indebtedness hereby secured, (3) execute and deliver partial releases of any part of said property from the lien hereby created.

15. That wherever the context hereof requires, the masculine gender as used herein shall include the feminine and the neuter, and the singular number as used herein shall include the plural.

16. Any notice, consent or other act to be given or done by the Mortgagee under this mortgage shall be valid only if in writing and executed or performed by the Secretary of Agriculture or his duly authorized representative.

17. All notices to be given under this mortgage shall be delivered or forwarded by registered mail, addressed, in the case of the Mortgagee, to Farm Security Administration, Department of Agriculture, Portland, Oregon, and, in the case of the Mortgagor, to him at the post-office address of the real estate secured by this mortgage.

18. All rights, privileges, benefits, obligations and powers herein conferred on the Mortgagee may be exercised on behalf of the Mortgagee by the Secretary of Agriculture, or by the head of any other agency of the Federal Government that may from time to time be vested with authority over the subject matter of this contract, or his duly authorized representative.

19. THAT TIME IS OF THE ESSENCE OF THIS MORTGAGE AND SHOULD DEFAULT be made in the payment of any instalment due under said note or under any extension or renewal thereof or under any agreement supplementary thereto, or should Mortgagor fail to keep or perform any covenant, condition or agreement herein contained or referred to, then in any of said events Mortgagee is hereby irrevocably authorized and empowered, at its option and without notice and without affecting the lien hereby created or its priority or any right of Mortgagee hereunder, (1) to declare the entire indebtedness herein secured immediately due and payable and to foreclose this mortgage in the manner hereinafter set out, or (2) to inspect and repair said property and to incur any reasonable expense in the maintenance of said property, including the payment of taxes, insurance premiums, levies, assessments, and any other necessary costs and expenditures for the preservation and protection of this lien, or (3) to pursue any remedy for it by law provided; PROVIDED, HOWEVER, that each right, power or remedy herein conferred upon Mortgagee is cumulative to every other right, power or remedy of Mortgagee whether herein set out or conferred by law, and may be enforced concurrently therewith. All moneys advanced or expended by Mortgagee as herein provided, including the costs of evidence of title to and survey of said property, reasonable attorney's fees, court costs and other expenses incurred in enforcing the provisions thereof, with interest at three percent (3%) per annum until repaid, shall become a part of the indebtedness herein secured and shall be payable by Mortgagor to Mortgagee immediately after such expenditure and without demand, in lawful money of the United States, at Portland, Oregon or at such other place as Mortgagee may designate.

20. Mortgagee may foreclose this mortgage in a court of competent jurisdiction in accordance with the laws made and provided therefor and existing at the time of commencement thereof.

21. Should this said property be sold under foreclosure: (1) The terms and conditions of said sale shall be agreeable to Mortgagee; (2) Mortgagee or its agent may bid at such sale and purchase said property as a stranger; (3) Mortgagor will pay a reasonable attorney's fee to Mortgagee for the foreclosure thereof, together with any costs, fees and expenses incurred in connection therewith; (4) Mortgagor does hereby expressly waive all rights to the