

proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the said premises and extinguishment of the indebtedness secured hereby, all right, title, and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. ⁹²

8. Mortgagee may perform any defaulted covenant or agreement of Mortgagor to such extent as Mortgagee shall determine, and any moneys advanced by Mortgagee for such purposes shall bear interest at the rate provided for in the principal indebtedness, shall thereupon become a part of the indebtedness secured by this instrument, ratably and on a parity with all other indebtedness secured thereby, and shall be payable thirty (30) days after demand.

9. Upon the request of the Mortgagee, the Mortgagor shall execute and deliver a supplemental note or notes to evidence the sum or sums advanced by the Mortgagee for the alteration, modernization, improvements, maintenance or repair of said premises, for taxes or assessments against the same and for any other purpose elsewhere authorized hereunder. Said note or notes shall be secured hereby ratably and on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the Mortgagor and Mortgagee. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the Mortgagee. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

10. In the event the property covered hereby is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness secured hereby, the Mortgagor binds himself personally to pay the unpaid balance, and the Mortgagee will be entitled to a deficiency judgment.

11. In case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any installment thereof, or any part thereof, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, inclusive of principal, interest arrearages, ground rents, if any, taxes, assessments, water charges, expenditures for repairs or maintenance, together with all other sums payable pursuant to the provisions hereof, shall become immediately due and payable, at the option of the Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note contained to the contrary notwithstanding. Failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. It shall be lawful for the Mortgagee to proceed to enforce the provisions of this mortgage either by suit at law or in equity, as he may elect, or to foreclose this mortgage by advertisement and sale of the above-described premises, at public vendue, for cash, according to Wyoming statutes governing mortgage foreclosures, and cause to be executed and delivered to the purchaser or purchasers at any such sale a good and sufficient deed or deeds of conveyance of the property so sold. The failure to promptly foreclose upon a default shall not prejudice Mortgagee's right to foreclose thereafter during the continuance of such default. The net proceeds from such sale shall be applied to payment of (1st) the costs and expenses of the foreclosure and sale, including a reasonable attorney's fee, if incurred, (2nd) all due and unpaid taxes on said property which are secured by a lien superior to the lien hereof, (3rd) the amount due Mortgagee on account of principal and interest on the indebtedness hereby secured, (4th) the amount due Veterans Administration for all sums by it paid on account of the guaranty or insurance of the indebtedness secured hereby. Thereafter the surplus, if any, shall be paid to the Mortgagor.

12. As additional security, Mortgagor hereby assigns to Mortgagee all rents, issues and profits of the property affected by this Mortgage. Until Mortgagor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Mortgagor shall have the right to collect all such rents, issues and profits paid prior to default. In case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee shall at once become entitled to exclusive possession, use, and enjoyment of all property aforesaid, and to all rents, issues and profits thereof, from the accruing of such rights and during the pendency of foreclosure proceedings and the period of redemption, if any there be, and such possession, rents, issues, and profits shall at once be delivered to the Mortgagee on request. On refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding. Mortgagee shall be entitled to a Receiver for said property and all rents, issues, and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and without regard to the solvency or insolvency of the Mortgagor, or the then owner of said property, and without regard to the value of such property, or the sufficiency thereof to discharge the mortgage debt and foreclosure costs, fees, and expense. Such Receiver may be appointed by any court of competent jurisdiction upon ex parte application (notice being hereby expressly waived and the appointment of any such Receiver on any such application without notice being hereby consented to by the Mortgagor). All rents, issues, and profits, income and revenue of said property shall be applied by such Receiver, according to law and the orders and directions of the court.

13. Mortgagor waives notice of the exercise of any option granted herein or in the note secured hereby.

14. Title 38, United States Code, and the Regulations issued thereunder shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended and supplemented to conform thereto.

15. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall include all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS: IN OBEYENCE OF THE DIVIDED SERVICES OF THE UNITED STATES OF AMERICA, THE
TENURE RIGHT EXCUSED BY THE UNITED STATES OF AMERICA

