Mortgage of Wesley V. Harrison to Liberty Life Insurance Company

- 1. The Mortgagee may require the Mortgagor to deposit with the Mortgagee an amount each month equal to one-twelfth of the annual ad valorem property taxes and insurance premiums, said sums to be held in a non-interest bearing account by Mortgagee.
- 2. The Mortgagee shall have the option, during the term of the within Mortgage, to require satisfactory flood insurance coverage for the subject property should the subject property, in the sole opinion of the Mortgagee, become a part of or affected by a major flood plane.
- 3. The Mortgagor agrees that he will keep improvements upon the mortgaged premises constantly and satisfactorily insured by an insurance company or companies to be approved by Mortgagee until the note which this Mortgage secures is paid in full against loss by fire and the risks covered by the extended coverage endorsement in an amount equal to no less that eighty (80%) percent of the outstanding loan balance. Such policy or policies shall be deposited with and made payable to the Mortgagee by attachment of the standard mortgagee clause for further securing of said note, and the proceeds thereof shall, at the option of the Mortgagee, be applied in payment of the indebtedness secured by this Mortgage; provided, however, notwithstanding the option of the Mortgagee to apply the proceeds to said indebtedness, if the building is partially or wholly destroyed at such time or under such conditions as to require Mortgagor to restore the building under the terms of the lease therefor and provided said lease is not terminated by either party thereto or by its terms, the proceeds shall be held by the Hortgagee and dispersed for the re-building, re-construction and repairing of the aforesaid premises upon requests as the work progresses to the Mortgagor.
- 4. The Mortgagee further agrees that he will, until the note that this Mortgage secures is fully paid, keep in full force and effect insurance policies providing coverage for a loss of rents or business interruption in the minimum amount of \$61,812.00 per year.
- 5. The Mortgagor does further agree he will furnish the Mortgagee with certified, audited statements of income and expenses of Harrison International Corporation and its subsidiaries within three (3) months after the end of each fiscal year together with certified statements of income and expenses generated by and/or attributable to the subject property. Additionally, the Mortgagor shall provide personal financial statements to the Mortgagee on an annual basis at the option of Liberty Life during the term of the within note and Mortgage.
- 6. The Mortgagor does further agree that, after the date hereof, he will not sell, convey, transfer, lease, or further encumber any interest in the property herein described without the prior written approval of the Mortgagee, which approval the Mortgagee agrees shall not be unreasonably withheld.
- 7. In the event any monthly installment of principal and interest provided for in the note which this Mortgage secures is not made on the date specified and remains unpaid for a period of fifteen (15) days thereafter, the Mortgagor agrees that the Mortgagee may require Mortgagee to pay a "late charge" not to exceed an amount equal to five (5%) percent of any overdue installment.
- 8. Mortgagor agrees that the Mortgagee, by giving six (6) months prior written notice to the Mortgagor, at its option may call and accelerate payment of the remaining unpaid balance due on the note on which this Mortgage secures on the fifteenth (15th) anniversary of the date of the first installment set forth in said note; provided, however, that in the event this option is exercised, no pre-payment penalty shall be required.