

interests, costs and expenses, without liability to account for anything more than the rents and profits actually received.

IT IS FURTHER AGREED that the mortgagor will furnish to the mortgagee an annual statement of income and operating expenses of the operation of the building constructed on the land herein described, together with an annual audited financial statement of The Mackey Mortuary made by a certified public accountant within 120 days after the close of each fiscal year of the mortgagor, and to further furnish the mortgagee secured hereby with such interim balance sheets and profit and loss statements as shall be required by the mortgagee.

The mortgagor further covenants and agrees that the annual compensation paid by the mortgagor or by The Mackey Mortuary to Harold L. Lowery and Fletcher L. Kirkland, Sr. by way of salary, dividends, distribution of earnings, withdrawals from partnership or otherwise, shall not exceed Twenty Thousand Dollars (\$20,000.00) each after taxes. Any such compensation paid to and/or received by either of said individuals in excess of this amount must be first approved by the mortgagee. This covenant, as it applies to The Mackey Mortuary, is incorporated in a separate agreement of even date herewith between the mortgagor herein and Fletcher L. Kirkland, Sr. and Harold L. Lowery doing business as The Mackey Mortuary, and it is understood and agreed that any default in said agreement shall constitute a default under the terms of this mortgage.

The mortgagor also covenants and agrees that, as additional security for this loan, there will be assigned to the mortgagor insurance, in the amounts listed, on the lives of the following:

Harold L. Lowery	\$100,000.00
Fletcher L. Kirkland, Sr.	\$50,000.00
Fletcher L. Kirkland, Jr.	\$25,000.00

and the mortgagor covenants and agrees that this insurance will be maintained in force during the entire term of the loan.

It is further understood and agreed that, in the event the mortgagee becomes the owner of the mortgaged premises hereinabove described, the mortgagee shall have the exclusive right to use or transfer the name "The Mackey Mortuary".

PROVIDED, ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these presents, that if the said mortgagor does and shall well and truly pay or cause to be paid unto the said mortgagee the debt or sum of money aforesaid, with interest thereon, if any be due according to the true intent and meaning of the said note, and any and all other sums which may become due and payable hereunder, the estate hereby granted shall cease, determine and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED by and between the said parties that said mortgagor shall be entitled to hold and enjoy the said premises until default shall be made as herein provided.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators,