

ADDENDUM TO MORTGAGE

9. MORTGAGE RELEASE PROVISION:

Provided there are no defaults by Mortgagor under this Mortgage or the note which it secures, the Mortgagee agrees to deliver a release or releases of part of the mortgaged premises to be sold or conveyed upon the following conditions and provisions:

1. The Mortgagee shall be given ten (10 days' prior written notice of each request for release which notice shall specifically set forth the premises to be released (with survey and legal description attached), the consideration to be paid for the conveyance of the property to be released, the nature of the intended use of said property by the purchaser and the date of the closing of said conveyance;
2. The Mortgagee shall be obliged to release the said property if the consideration to be paid therefore exceeds \$15,000.00 per acre unless the Mortgagee decides that the conveyance of said property to be released will diminish the per acre value of or otherwise materially damage the remaining unreleased property. The Mortgagee, if it so decides, shall give written notice to Mortgagor of its decision within five (5) days' after the expiration of the ten (10 days' notice provisions set forth in Paragraph 1 above. If Mortgagor objects to Mortgagee's decision not to so release the said property, Mortgagor may engage at its expense two MAI Appraisers selected in writing by Mortgagee to appraise the property in light of the proposed conveyance and render their written opinions as to whether said proposed conveyance will cause a diminution in the per acre value of or otherwise materially damage the remaining unreleased property. If both of said MAI Appraisers agree that there will be no diminution in the per acre value of or other material damage to said remaining unreleased property, Mortgagee shall release said property;
3. Mortgagee shall deliver any and all releases of said property to William D. Richardson, in Escrow, to be delivered at closing in exchange for the net proceeds of the sale of said property which proceeds shall remain in Escrow as additional security for said mortgage note all in accordance with the terms and provisions of that certain Escrow Agreement between Mortgagor, Mortgagee and William D. Richardson, Escrow Agent, of even date herewith.

10. PREPAYMENT PROVISION

The Mortgagor may prepay the principal balance of this loan along with accrued interest thereon at any time during its term. However, should the loan be prepaid during its first (1st) year a prepayment penalty of 3% will be charged, if prepaid during its second (2nd) year a prepayment penalty of 2% will be charged, and if prepaid during the third (3rd) or fourth (4th) year a prepayment penalty of 1% will be charged. There will be no prepayment penalty if said loan is prepaid during the fifth (5th) year.