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to which the Mortgagor has executed and delivered to the Mortgagee a certain Note dated December 20, 1976, (the "Renewal Note") in renewal and extension of the Note dated December 27, 1971; and

WHEREAS, the final maturity date of the Renewal Note is December 20, 1981, which maturity date the parties desire to have accurately stated in the Mortgage.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements of the parties contained herein, the Mortgagor and the Mortgagee do hereby declare, covenant, stipulate and agree as follows:

- 1. The Mortgage is hereby amended by deleting subparagraph (a) on the first page thereof and substituting the following:
 - a. The said Energy Oil Company, Inc., in and by its certain Renewal Note of even date herewith, stands firmly held and bound unto BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON, whose address is Houston, Harris County, Texas (hereinafter called the "Mortgagee"), in the full and just sum of Three Hundred Nineteen Thousand One Hundred Two and 52/100 Dollars (\$319,102.52) with interest at the rate of six and onequarter percent (6 1/4%) per annum (subject to certain variations as set out in the Renewal Note) with the principal and interest payable on the 20th day of each and every month beginning January 20, 1977, subject to a final maturity on December 20, 1981, when the then unpaid balance remaining, together with all accrued interest thereon,