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amount dated September 14, 1978, and the second of said notes (Note "B") being in the principal amount of FIVE MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$5,300,000.00), said Notes A and B bearing interest on said principal sums or so much thereof as advanced at the rates specified therein (said Note, Note A and Note B hereinafter sometimes collectively referred to as the "Notes"). Said principal and interest shall be due and payable in monthly installments of interest only during the term of the Construction Loan, the maturity date of which shall be not later than January 31, 1981, (unless extended by the Mortgagee at its sole option), the final payment of principal and interest to be due and payable, if not sooner paid, twenty (20) years and one (1) month after the closing date of the Permanent Loan, or twenty (20) years and one (1) month after January 31, 1981, whichever first occurs, as in and by the said notes and conditions thereof, reference being thereunto had, will more fully appear; and

WHEREAS, this mortgage is a modification, supplement and amendment and restatement to said Mortgage of September 14, 1978, and secures additional sums advanced and to be advanced as aforesaid, and is not in replacement of said Mortgage which is to remain open and unsatisfied of record concurrently with the within mortgage; and

WHEREAS, on June 30, 1978, pursuant to a plan of partial liquidation, Monumental Haywood, Inc., the then owner of a portion of the real property hereinafter described merged into Monumental Properties, Inc., which in turn merged into Monumental Corporation and thereafter, effective July 1, 1978, Monumental Corporation transferred to Monumental Properties Trust all beneficial right, title and interest in and to all assets which had been owned by Monumental Properties, Inc. immed-

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