

of Five Hundred Fifty Thousand Dollars (\$550,000.00)
(hereinafter the Fourth Note) and other valuable consideration,
the receipt of which by the Borrower is hereby acknowledged, the
parties do hereby agree as follows:

FIRST: The Mortgage is hereby amended and modified so
as to include within the term "Note" a note from the Borrower to
the Bank in the amount of Five Hundred Fifty Thousand Dollars
(\$550,000.00) dated July 13, 1984, payable on demand
(hereinafter the Fourth Note), so that for all purposes
hereafter the Mortgage will secure to the Bank the repayment of
the following amounts with interest: (a) the indebtedness
evidenced by the First Note, the Second Note, the Third Note and
the Fourth Note; (b) any future advances or readvances made
under the provisions of the Mortgage; (c) expenditures by the
Mortgagee under any provisions of the Mortgage; and (d)
attorneys' fees, court costs and other amounts which may be due
under the First Note, the Second Note, the Third Note, the
Fourth Note or the Mortgage. The mortgage, grant and
conveyance to the Bank of the property described in the Mortgage
shall be deemed to be in consideration of the indebtedness
evidenced by the Fourth Note in addition to the indebtedness of
the First Note, the Second Note, and the Third Note.

SECOND: The First Note, the Second Note and the Third
Note are hereby amended and modified by adding the following:

Any default by the Borrower under the Borrower's Note
to the Bank dated July 13, 1984, in the amount of
Five Hundred Fifty Thousand and No/100 Dollars
(\$550,000.00) or under any mortgage or security
agreement securing same shall constitute a default
hereunder. Any default under this note or under any
mortgage or security agreement securing this note shall
constitute a default under the Borrower's aforesaid
Five Hundred Fifty Thousand and No/100 Dollars
(\$550,000.00) note.

THIRD: The Mortgage, the First Note, Second Note and
the Third Note as previously amended and as herein amended are
hereby ratified and confirmed and shall continue in full force
and effect.