

interest at the rate of 12% per annum, if not sooner paid, due and payable on or before June <sup>1</sup>~~25~~, 1977.

2. Group III and each of its partners individually and the Former Partners hereby jointly and severally covenant and promise that they will pay the said principal sum and the interest thereon at the times hereinbefore specified, and that they will perform and observe all the covenants, agreements, stipulations, and conditions on the part of the mortgagor in the Mortgage.

3. All the parties acknowledge and agree that the Middleton Group shall have no further liability or obligation on the Note and Mortgage.

4. Except as extended and modified hereunder, it is expressly understood and agreed that the Note and Mortgage securing the balance due on the Note together with any further extensions of the Note shall continue unchanged and remain in full force and effect subject only to Release Agreements of record as to the Mortgage, as if the said principal sum had been originally payable on June <sup>1</sup>~~25~~, 1977, and that nothing herein shall affect or impair any rights and powers which Bankers Trust may have under the Note and Mortgage for the recovery of said mortgage debt, with interest, in case of default hereunder, through suit on the Note or foreclosure of the Mortgage or otherwise under the terms of the Note and Mortgage as extended or modified hereby.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Agreement consisting of six pages on the day and year first above written.

WITNESSES:

Quenda Faymer  
Don Williams

GROUP III

By [Signature]  
[Signature]  
Rita L. Barrick  
[Signature]

4328 RV-23

0621