

NOW, THEREFORE, it is agreed as follows:

1. The consideration of this Agreement is the terms and conditions provided herein, together with the Bank's forbearance in enforcing the terms and conditions of the Notes, Mortgages, and MasterCard Agreement as modified by the Modification Agreement of March 21, 1983.

2. Debtor and Guarantors acknowledge that they are indebted to Bank for the sum of \$18,411.35 as set forth in the Modification Agreement of March 21, 1983, plus accrued interest through August 31, 1983, in the amount of \$764.90 for a total sum of \$19,176.25.

3. Debtor and Guarantors agree to pay to the order of Bank the total sum of \$19,176.25, amortized over a 15-year period at the rate of 14 percent per annum and payable in monthly installments of \$255.37 each, commencing October 10, 1983, and continuing on the same day of each month thereafter until September 10, 1986, at which time the entire remaining balance, plus any accrued interest, will be due and payable.

4. Debtor and Guarantors agree to execute such other documents as Bank deems necessary to carry out the purposes of this Agreement. It is specifically agreed and understood, however, that any documents executed by Debtor and Guarantors for the purposes of this Agreement shall not represent a novation of any obligation owed by Debtor and/or Guarantors to Bank.

5. Nothing herein shall in any way impair, alter, waive, annul, vary, or otherwise affect the provisions, conditions, or covenants of the Notes, Guaranties, MasterCard Agreement, or Mortgages of Real Estate referred to above except to the extent modified herein, nor impair, alter, waive, annul, vary, or otherwise affect any rights, powers, or remedies of Bank in respect to those instruments. It is the intent of all parties hereto that the terms,

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