

commencing with the next payment date which is the 1st day of February, 1984.

The January installment includes interest at 8.50% from December 1, 1983 through December 15, 1983 in the amount of \$177.59, plus interest from December 16, 1983 at 10.00% in the amount of \$222.86, plus principal plus escrow.

3. It is understood and agreed that Seller consents that the whole or any part of the security now or hereafter held for any debts of Purchaser may be exchanged, compromised, or surrendered from time to time; that the time or place of payment of any debt of the Purchaser or of any securities therefor may be changed or extended, in whole or in part, to a time certain or otherwise, and may be renewed or accelerated, in whole or in part; that the Purchaser may be granted indulgences generally; that any of the provisions of any note or other instrument evidencing any debt of the Purchaser or any security therefor may be modified or waived; that any party liable for the payment thereof may be granted indulgences or released; that neither the death, bankruptcy nor disability of the Purchaser shall affect the continuing obligation of the Seller, and that no claim need be asserted against the personal representative, guardian, trustee in bankruptcy or receiver of the Purchaser; and that the Seller shall remain bound thereon, notwithstanding any such exchange, compromise, surrender, extension, renewal, acceleration, modification, indulgence or release.

Seller expressly waives: (a) notice of all extensions of credit to the Purchaser; (b) presentment and demand for any payment of any of the debts of the Purchaser; (c) protest and notice of dishonor or of default to the Seller or to any other party with respect to any of the debts of the Purchaser, or with respect to any security therefor; (d) all other notices to which Seller might otherwise be entitled; and (e) demand for payment.

The liability of the Seller shall be direct and immediate and not conditional or contingent upon the pursuit of any remedies against the Purchaser, or any other person, nor against securities or liens. The Seller waives any right to require that an action be brought against the Purchaser or any other person or to require that resort be had to any security. If the debts of the Purchaser are partially paid through the election to pursue any of the remedies mentioned in this paragraph or if such debts are otherwise partially paid, the Seller shall remain liable for any balance of such debts.

4. That Seller and Purchaser have read this agreement, the Mortgage and the Note it secures, including the provisions therein regarding default, acceleration and foreclosure, and that all questions of Seller and Purchaser regarding the legal effect of said Deed and this agreement and the provisions thereof have been explained fully to Seller and Purchaser and Seller and Purchaser have been afforded an opportunity to consult counsel of his choice prior to the execution by each of this agreement.

5. That the execution of this agreement and Seller's and Purchaser's acceptance of the terms thereof is done knowingly, intentionally, and willingly by each as part of a bargained for sale and loan assumption transaction.

6. Purchaser hereby accepts the modification herein contained, and in consideration thereof agrees to pay the indebtedness evidenced by said Note as so modified and to perform each and every obligation contained therein and agrees to comply with any covenant, condition or obligation contained in said Mortgage. In the event of any default by Purchaser under the terms of said Note or said Mortgage,