that he may have in any accounts, files and records of his partner, POSTELL ADAMS.

WHEREAS, the mortgagee agrees to accept this modification to the original note and mortgage and the prior Modification Agreement as set forth hereinabove.

NOW, THEREFORE, for value received, and the mutual benefits to be derived by the mortgagors and mortgagee, the parties hereto agree that the original note and mortgage dated June 30, 1982, and the Modification Agreement between the parties dated June 30, 1983, are hereby modified and amended as follows:

- (a) Mortgagors shall henceforth make annual payments of principal and interest to the mortgagee in the amount of \$40,286.41 to be paid on June 30, 1985 and on the thirtieth day of June of each year hereafter until said note and mortgage is paid in full. That the mortgagors acknowledge that as of July 1, 1984, they owed to the mortgagee the sum of \$96,761.16 including principal and interest on said note and mortgage.
- (b) That the mortgagors hereby grant a security interest to the mortgagee in all accounting files, records and accounts of clients of the mortgagor, T. WAYNE OWENS, and any interest he may have in any accounts, files or records of his partner, POSTELL ADAMS, to the mortgagee.

IN THE EVENT OF DEFAULT IN ANY OF THE TERMS OF THIS

MODIFICATION AND SECURITY AGREEMENT. THE MORTGAGORS AGREE

THAT THE MORTGAGEE HEREIN MAY TAKE IMMEDIATE POSSESSION

to

THE RESERVE OF THE PROPERTY OF