

147007-1, and any and all renewals thereof, as additional collateral for the commercial note for \$40,000, and Guarantor acknowledges that the Certificate of Deposit shall also remain as collateral for the \$10,000 commercial note of October 5, 1983.

6. Obligor and Guarantor 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 notes or other documents executed by Obligor and Guarantor for the purposes of this agreement shall not represent a novation of any obligation owed by any of the parties to Bank.

7. Nothing herein shall in any way impair, alter, waive, annul, vary, or otherwise affect the provisions, conditions, or covenants of the Mortgage of Real Estate, commercial notes and guaranties 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 that Obligor shall hereafter have a letter of credit for a total of \$125,000, that Bank shall have collateral interest in the real estate described in the mortgage for up to \$125,000, and a security interest in Guarantor's certificate of deposit, and that Guarantor will guarantee payment in full of Obligor's indebtedness to Bank.

353

4328-172