

Maker and Payee in connection with the purchase and sale of such other property.

K. Payee shall not have the right to accelerate maturity of the indebtedness evidenced hereby upon any future sale, transfer, hypothecation, encumbrancing, assignment or other divesting of Maker's interest in the Property, whether voluntarily, by operation of law or otherwise except as provided in Paragraph M.

L. This Note was executed by Maker and delivered to Payee under the provisions of that certain Restated Contract of Purchase and Sale dated July 9, 1974 by and between Walter J. Kassuba, et al., as Seller and John Kusniersky on behalf of himself and his nominees (including Maker), as Buyer, (the "Contract") executed or conformed copies of which are in the possession of Maker and Payee. If after the recording of the Security Instrument, Maker shall discover that any of the Seller's covenants or warranties contained in Articles 4 and 6 and Paragraph 9.4 of the Contract have been breached, then Maker shall have the right, in accordance with the provisions of such Articles, to offset against the equity portion (as defined in Paragraph F hereinbefore) of the next payments due under this Note all damages suffered by Maker or the Property as a result of such breach, subject to the following:

(i) such right to offset may be exercised by Maker if, and only if, Maker gives notice to Payee within thirty days from the date on which Maker learned or could reasonably have learned of any facts which Maker believes constitutes a breach of any such covenant or warranty;