

The waiver in any one instance of any of the terms or provisions hereof, or of the contract accompanying the same, shall apply to the particular instance at the particular time only, and shall not be deemed a continuing waiver, but all the terms, covenants and agreements of the mortgage and the contract accompanying same, shall survive and continue to remain in full force and effect.

That the mortgagor will within three days upon request furnish a statement of the amount due on this mortgage.

In Witness Whereof, this mortgage has been duly executed by the mortgagor.

In presence of



Virginia Dare Stores, Inc.
By: Sidney M. Metzger
President.

State of New York }
County of New York } ss

On the 30th day of March, nineteen hundred and thirty-five before me came Sidney M. Metzger to me known, sworn, being by me duly sworn, did depose and say that he resides in New York, that he is the president of Virginia Dare Stores Inc, the corporation described in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by his order.



Joseph Spitz
Bronx Co. Clerk's no 150, Reg. no. 230 § 136
N.Y. Co. Clerk's no 1426, Reg. no. 6 § 853
Commission expires March 30, 1936.

Recorded April 12, 1935 at 5:15 P.M.