

Company, its successors and assigns, and such other assignee, its successors and assigns, are concerned.

Section 6.6 Headings. The headings of the paragraphs contained herein are for convenience only and are not to be construed to be a part of or to limit or affect the terms hereof.

Section 6.7 Conflicts. The Mortgagor hereby ratifies and confirms all the terms, covenants and conditions of the Mortgage and Modification and Amendment of Mortgage as modified herein, and the covenants and warranties herein shall, to the extent that they conflict with any warranties and covenants in said Mortgage and Modification and Amendment of Mortgage, prevail.

PROVIDED ALWAYS, that if said Mortgagor shall pay unto said Mortgagee the certain Promissory Note of even date herewith made by the Mortgagor in favor of the Mortgagee in the principal amount of Four Million One Hundred Thousand (\$4,100,000.00) Dollars and by its terms expressly secured by this Mortgage; AND if the Mortgagor shall duly, promptly and fully perform, discharge, execute, effect, complete and comply with and abide by each and every the stipulations, agreements, conditions and covenants of the Note and this Mortgage, then this Mortgage and all assignments contained herein shall cease and be null and void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Second Modification of Mortgage of Real Estate and Security Agreement as of this 1 day of March, 1978.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

James S. Chandler Jr.

John D. Hollingsworth (SEAL)

A.C. Brankovich  
Secretary

AMERICAN NATIONAL INSURANCE  
COMPANY (SEAL)

By: William L. ...  
Its: Senior Vice President

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