

THIS AGREEMENT ENTERED into this 19th day of September, 1978, by and between James L. Cleveland and Janet S. Cleveland, mortgagors, and Collateral Investment Company (a corporation), mortgagee.

THAT WHEREAS, mortgagee is the owner of that certain note executed by James L. Cleveland and Janet S. Cleveland dated May 14, 1978, payable to Collateral Investment Company, and endorsed to None, and the mortgage securing said note of even date therewith

WHEREAS, the aforesaid mortgage is in default and the undersigned mortgagors (present owners) desire that Collateral Investment Company reinstate same.

NOW, THEREFORE, in consideration of the reinstatement by Collateral Investment Company of the captioned mortgage loan and other good and valuable consideration, the undersigned mortgagors (present owners) agree that said reinstatement shall not in any manner affect or impair the indebtedness evidenced by the above described note, the lien of the above described mortgage or covenants, agreements and obligation set forth in said mortgage, and the undersigned assures and agrees to pay the indebtedness evidenced by the aforesaid note and to keep and perform all the covenants and agreements contained in the aforesaid mortgage.

IT IS specifically understood that such reinstatement is without prejudice to the lien of the aforesaid mortgage on the premises therein described and does not in any way release any party of obligors of the aforesaid note or mortgage and all rights against all obligors and parties thereon are reserved. Nothing herein contained shall in any way, nor or hereafter effect, alter or diminish the remaining balance of the principal with interest, evidenced by the aforesaid note described in and secured by said mortgage, or effect, alter or diminish the remedies at law for recovering on said security whether as collateral or otherwise.

IT IS further agreed that if this mortgage hereafter becomes in default, the mortgagee may accelerate the sums secured by the mortgage as provided in paragraph 9 of said mortgage. This means the loan balance, plus interest thereon, and any charges or fees due under the mortgage must be paid in full or the loan will be foreclosed. If this option is not taken by the mortgagee it is further agreed that the loan will not be reinstated out of default.

I, WITNESS WHEREOF, the undersigned mortgagors (present owners) have hereunto set their hands on the day and year first above written.

James Cleveland (mortgagor)
Janet S. Cleveland (mortgagor)

WITNESSED:
Lynn Myers
Micki Campbell
(STATE OF O.C.)
(COUNTY OF HARRIS)

Before me, the undersigned Notary Public, in and for said State and County, personally appeared the above named LYNN MYERS, who being duly sworn says that she with Micki Campbell witnessed the execution of the foregoing instrument and acknowledged the signing thereof, and that such signing was freely and voluntarily performed for the uses and purposes therein mentioned.

I, LESLIE GUY WIERLOF, I have hereunto signed my name, and affixed my official seal this 19th day of September, 1978.
SWORN to before me this 19th day of September, 1978.
Micki Campbell
Lynn Myers
Notary Public
My commission expires 5/13/80

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