

- 33. Notice from the lender to the borrower may be given by mailing the same, first class mail, to the borrower at its address set forth above and any notice so given shall be deemed to be sufficient for all purposes.
- 34. The lender may, at any time or from time to time, waive any one or more of the conditions contained in this agreement, but any such waiver shall be deemed to be made in pursuance of this agreement and not in modification thereof, and any such waiver in any instance or under any particular circumstance shall not be considered a waiver of such condition in any other instance or any other circumstance.
- 35. The note and the mortgage contemplated to be executed, acknowledged and delivered pursuant to this agreement shall be made subject to all the conditions, stipulations, agreements and covenants contained in this agreement, to the same extent and effect as they would be if fully set forth in and made part of the note and the mortgage, until this agreement is terminated by the completion of the improvement described herein and the making of the final advance hereunder as provided for herein; and this agreement shall incorporate by reference all the conditions, stipulations, agreements and covenants contained in the note and the mortgage, to the same extent and effect as they would be if fully set forth herein and made part hereof.
- 36. This agreement may not be changed or terminated orally. Wherever the word "lender" is used herein it shall be deemed to include also the successors and assigns of the lender.
- 37. (a) With reference to paragraph 11 hereof Pioneer National Title Insurance Company is presently satisfactory to the lender.  
 (b) With reference to paragraph 12 hereof Enwright Associates, surveyor is presently satisfactory to the lender.  
 (c) With reference to paragraphs 7 and 14 hereof is presently satisfactory to the lender.  
 (d) With reference to paragraph 17(f) the financial statements requested thereby may be prepared and certified by a principal financial officer of the borrower.
- 38. Any reference in this agreement to the term "Mortgage" or "Mortgages" shall be deemed to refer to the Deed to Secure Debt made and executed simultaneous herewith.

IT WITNESS WHEREOF, the parties hereto have signed and sealed these presents the day and year first above written.

By Pauline Reddy  
 Pauline Reddy, Secretary

ATTEST  
 By Donald O Kennedy  
 Donald Kennedy, Secretary

SECURITY NATIONAL BANK  
 By Robert E. Slater  
 Vice Pres.

NATIONAL ASSETS MANAGEMENT CORPORATION  
 By Robert E. Slater  
 Robert E. Slater, Chairman of the Board of Directors

