

9. FURTHER MODIFICATION: This Agreement may not be modified or amended except in writing signed by the parties.

10. TIME OF ESSENCE: Time is of the essence in all matters herein.

11. COSTS: Borrower agrees to pay all costs in connection with this Modification, including, but without limitation thereto, recordation fees, taxes, attorney's fees and title insurance premiums.

12. MISCELLANEOUS: The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include both genders.

13. TRUST: The name DIVERSIFIED MORTGAGE INVESTORS is the designation of the Trustees for the time being under a Declaration of Trust dated July 14, 1969, as amended, and all persons dealing with DIVERSIFIED MORTGAGE INVESTORS must look solely to the Trust property for the enforcement of any claims against DIVERSIFIED MORTGAGE INVESTORS as neither the Trustees, officers, agents, nor shareholders assume any personal liability for the obligations entered into on behalf of DIVERSIFIED MORTGAGE INVESTORS.

14. Within thirty (30) days from the date hereof, Borrower shall provide Lender with a mortgagee title insurance policy (containing no exceptions to coverage other than the first Mortgage presently owned and held by Lender as security for the repayment of the TWO MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,300,000.00) Loan), insuring Lender's ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) second Mortgage on the same security as is encumbered by said first Mortgage, said policy to be in the amount of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00), (or it may be restricted to the amount actually advanced by Lender from time to time) and shall name the Lender as the insured. The company insuring and the form of the policy shall be subject to Lender's approval. Policy premium expense shall be borne by Borrower.