

days after the giving of notice by Mortgagee to Mortgagor. Mortgagee shall not be liable for any claim for monetary damages by reason of Mortgagee's exercise of its rights of requiring the removal of Ewing-Hungiville Realty & Construction, Inc. as manager, or in exercising its right to approve any successor manager, and the Mortgagor's remedies shall be exclusively limited to injunctive relief or declaratory judgment.

36. This Mortgage may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

37. It is agreed that Mortgagor shall be entitled to hold and enjoy the Mortgaged Property until default shall be made as herein provided.

IN WITNESS WHEREOF the said Mortgagor has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officers on this 25<sup>TH</sup> day of November, 1974.

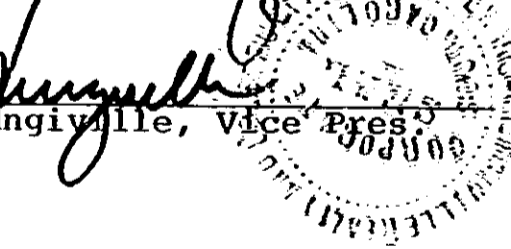
EWING-HUNGIVILLE REALTY AND CONSTRUCTION, INC

WITNESS:

*J. D. Walters, Jr.*  
J. D. Walters, Jr.

*Daniel Street Lewis*  
Daniel Street Lewis

By *Frank Ewing*  
Frank Ewing, President

*J. R. Hungiville*  
J. R. Hungiville, Vice Pres  


STATE OF NEW YORK )  
COUNTY OF NEW YORK )

ss.:

P R O B A T E

PERSONALLY appeared before me J. D. Walters, Jr. and made oath that he saw the within-named Ewing-Hungiville Realty and Construction, Inc. by its duly authorized officers,

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