

(b) exercising any rights with respect to any and all assigned leases, rentals, insurance (life and/or hazard) proceeds, and (c) pursuing any available legal remedy other than a suit or proceeding to enforce a deficiency judgment against the Mortgagor, its successors or assigns.

3. The security of said note, mortgage and Security Agreement dated March 23, 1973, shall not be impaired by anything herein contained, but whenever the terms, provisions, covenants and conditions of this Agreement conflict in any way with the terms, provisions, covenants or conditions of said note, mortgage or Security Agreement, or any of them, the terms, provisions, covenants and conditions of this Agreement shall control and prevail. All of the terms, provisions, covenants and conditions of the said note, mortgage and Security Agreement not expressly revised or modified hereby, shall and do remain in full force and effect.

4. The Mortgagor does hereby represent, covenant and agree that it is now the owner of the premises hereinbefore referred to and described; and that the said mortgage, as hereby modified, shall be regarded by the Mortgagor to constitute a valid second lien upon the said premises, to the full extent of the principal indebtedness under said note, with interest thereon, as hereinbefore set forth; and that there are no offsets or defenses to the said note, mortgage and Security Agreement nor to the indebtednesses secured thereby, nor to any part thereof.

5. As a result of the satisfaction of the note of Financial Planning Associates, Inc. to Triangle Construction Company, Inc., the principal balance secured by said mortgage is One Hundred Eighty Four Thousand Six Hundred Sixty-Six and 66/100 (\$184,666.66) Dollars and is represented by the foregoing note of Financial Planning Associates, Inc. dated March 23, 1973 to Mortgagee in the same principal amount.

6. This Agreement shall be binding upon and inure to the