

WHEREAS, as further security for the repayment of the Note, Kresovich executed and delivered to Cohen one certain Assignment of Lessor's interest in the Lease dated December 19, 1973 and recorded as aforesaid on December 28, 1973 in Volume 991, Page 324 ("Assignment of Lessor's Interest in Lease"); and

WHEREAS, by General Assignment dated October 17, 1974 and recorded on October 29, 1974 as aforesaid in Book 1326, Page 394, Cohen assigned all of its right, title and interest in and to the Mortgage, Assignment of Rents, and Assignment of Lessor's Interest in Lease to Mortgagee; and

WHEREAS, by Assignment Mortgagee is the Landlord under the Lease; and

WHEREAS, Mortgagee and Mortgagee mutually desire to modify and amend the Note, the Mortgage and the Assignment of Lessor's Interest in Lease.

NOW, THEREFORE, in consideration of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, Mortgagee and Mortgagee hereby agree as follows:

1. The foregoing preambles are made a part hereof.

~~2. The Note is hereby modified and amended by deleting the following language beginning in line seven (7) of the first full paragraph on Page 2 of the Note:~~

~~(a loan year commences on January 1 and ends on the following December 31.)~~

~~and the following language is substituted in lieu thereof:~~

~~to a minimum of 12 where it shall remain (a loan year commences on January 1 and ends on the following December 31.)~~

~~3. The Mortgage is hereby modified and amended by adding the following new paragraph at the end of Paragraph 5 of the Mortgage appearing on Page 6 thereof:~~

~~Mortgagee agrees to furnish evidence of insurable value, upon request, without cost to the Mortgagee, such as are regularly and ordinarily made by insurance companies to determine the then replacement value of the building or buildings and improvements on the premises.~~

4. The Mortgage is hereby modified and amended by deleting Paragraph 21 appearing on Page 17 of the

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