

Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Borrower hereby renews the Note and the indebtedness and promises to pay to the order of The Lomas & Nettleton Company, at its offices at 2001 Bryan Tower, Suite 3600, Dallas County, Texas, the principal sum of \$750,000 (being the present unpaid principal balance of said Note as of September 30, 1976), plus interest accrued thereon from September 1, 1976, at the rate set forth in the Note and payable monthly as provided in the Note;

2. The maturity date of the Note is amended and extended so as to be payable on or before January 31, 1977, on which date the entire unpaid balance of principal and all interest accrued thereon shall be due and payable;

3. In conjunction with the extension, renewal and modification of the Note, Borrower extends and renews the Mortgage lien securing the Note as such instrument applies to the property described therein and in whose name the property is registered, until said indebtedness and Note as so extended have been fully paid, and agrees that such extension, renewal and modification shall in no manner affect or impair said Note or the lien or liens securing the same and that said lien or liens shall not in any manner be waived, the purpose of this instrument being simply to extend the time of payment of the Note and indebtedness, and to carry forward all liens securing the same, which are acknowledged by Borrower to be valid and subsisting, and Borrower further agrees that all terms and provisions of the original Note and the Mortgage creating or fixing the lien or liens securing the same shall be and remain in full force and effect as therein written, except as otherwise expressly

0445

4328 RV-21