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2. Upon execution of this Modification Agreement, Borrower shall pay to Lender all fees and expenses of Lender's counsel in connection with the preparation of documents and obtaining endorsements to title policies. Such fees and expenses shall not be included within the obligations as defined in the Mortgage.

3. The parties hereto agree that this Modification Agreement shall not in any way effect a cancellation or termination of the Loan Agreement, Note, Mortgage or other Loan documents. Except for all options granted to Borrower in the Note, Loan Agreement or Mortgage to extend the term of the Loan, which options are hereby terminated and cancelled and replaced by the options set forth herein, and except as expressly modified by this Modification Agreement, the Note, Loan Agreement, Mortgage and all other documents relative to the Loan, and the terms, conditions and provisions thereof, are hereby ratified and confirmed, and the Mortgage shall remain as security for all obligations of Borrower to Lender, with like effect as to defaults as in the Note, Loan Agreement and Mortgage provided.

IN WITNESS WHEREOF, Industrial National Mortgage Company caused its corporate seal to be hereunto affixed and this Agreement to be executed in duplicate by its proper officer thereunto duly