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Company, its successors and assigns, and such other assignee,
its successors and assigns, are concerned.

Section 6.6 Headings. The headings of the paragraphs
contained herein are for convenience only and are not to be
construed to be a part of or to limit or affect the terms hereof.

Section 6.7 Conflicts. The Mortgagor hereby ratifies
and confirms all the terms, covenants and conditions of the
Mortgage and Modification and Amendment of Mortgage as modified
herein, and the covenants and warranties herein shall, to the
extent that they conflict with any warranties and covenants in
said Mortgage and Modification and Amendment of Mortgage, prevail.

PROVIDED ALWAYS, that if said Mortgagor shall pay
unto said Mortgagee the certain Promissory Note of even date
herewith made by the Mortgagor in favor of the Mortgagee in
the principal amount of Four Million One Hundred Thousand
(\$4,100,000.00) Dollars and by its terms expressly secured
by this Mortgage; AND if the Mortgagor shall duly, promptly
and fully perform, discharge, execute, effect, complete and
comply with and abide by each and every the stipulations, agree-
ments, conditions and covenants of the Note and this Mortgage,
then this Mortgage and all assignments contained herein shall
cease and be null and void; otherwise to remain in full force
and effect.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed
this Second Modification of Mortgage of Real Estate and Security
Agreement as of this 1 day of March, 1978.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

James S. Chandler Jr.
Secretary

John D. Hollingsworth (SEAL)
John D. Hollingsworth

AMERICAN NATIONAL INSURANCE
COMPANY (SEAL)

A.C. Barkovich
Secretary

By: John D. Hollingsworth
Its: Senior Vice President

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