

WHEREAS, by an agreement providing for the Modification and Amendment of Mortgage between Ewing-Hungiville and the Bank dated November 25, 1974 and recorded November 26, 1974 in Mortgage Book 1328, page 439 in the aforesaid Clerk's office, the terms, covenants and conditions of the note and mortgage abovementioned were further modified and amended (which note as so modified is hereinafter "Note" and which mortgage as so modified is hereinafter "Mortgage"); and

WHEREAS, Shelter has agreed to sell the Premises to purchasers of condominium units, and the Bank has agreed to permit such sales, subject to modification of the terms of the Note and Mortgage as herein provided.

NOW, THEREFORE, in consideration of the premises and the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed that the Note and Mortgage is further modified as follows:

1. The outstanding principal sum of \$1,700,450.37 shall be payable with interest thereon, or on any unpaid balance thereof, to be computed from the date hereof, at the rate of twelve and one-half percent (12-1/2%) per annum, said principal and interest to be paid in installments as follows:

The sum of \$20,068.00 on the 1st day of October, 1982, and a like sum of \$20,068.00 monthly thereafter up to and including the 1st day of October, 1989;

Each of said payments to be applied as follows:

- (a) To the payment of interest to be computed at the rate aforesaid;
- (b) The balance to be applied on account of the reduction of the principal sum;

And the balance of said principal sum and of interest thereon shall be due and payable on the 1st day of October 1989.

2. Provided that the Mortgage is not then in default, the Bank hereby consents to the execution and recording of the Master Deed creating the Horizontal Property Regime affecting the Premises and further