

3-Modification Agreement.

Southridge will also pay to Metropolitan, upon the latter's request or demand, additional amounts each month to enable Metropolitan to pay taxes, assessments, and other similar charges against the mortgaged property and premiums for required insurance thereon, as provided in the aforesaid mortgages.

9. The provision in each note under which the debtor has the privilege to pay the note in full prior to its maturity is hereby rescinded; and each note is hereby amended by substituting in lieu of such provisions the following:

"Privilege is granted to pay the principal balance in full on any installment payment date on or after January 1, 1972 by giving 60 days written notice and by payment of a pre-payment charge as follows:

If paid from January 1, 1972 to December 1, 1976, inclusive, 3% of said principal balance.

If paid from January 1, 1977 to maturity, 1% of said principal balance.

Provided, however, that an amount equal to the difference between (a) the aggregate portion of monthly installment payments applied to the principal of this note in any calendar year and (b) an amount equal to 10% of the unpaid principal of this note on January 1, 1967 (before payment of the installment due on said date) may be paid in any calendar year without any pre-payment charge or penalty and applied to the principal owing hereunder, but such pre-payment privilege shall be non-cumulative."

10. Southridge agrees to pay Metropolitan all charges and expenses incurred or paid by Metropolitan in connection with the pending foreclosure action and this agreement, including costs taxed by the court in the action, charges for preparation of supplemental abstracts of title, record searches, attorney fees, and any other reasonable and necessary charges and expenses.

11. The rights and obligations of the parties hereunder shall inure to and bind their respective successors and assigns.

In witness whereof the parties have caused this agreement to be executed by their respective presidents or vice-presidents as of the date first above written.

METROPOLITAN LIFE INSURANCE COMPANY

By A. P. Davin
A. P. Davin Its Vice-President in Mortgages
Investment A. P. Davin

SOUTHRIDGE PLAZA, INC.

By Harold T. Beck
Its President Harold T. Beck