

2. The Purchaser hereby accepts the modification hereinafter contained, and in consideration thereof agrees to pay the indebtedness evidenced by said Note(s) as so modified and perform each and every obligation contained therein or in any instrument at any time given to evidence or secure said indebtedness, or any part thereof, and also to comply with any covenant, condition, or obligation contained in said Mortgage.

3. The Holder and the Purchaser hereby agree that the unpaid principal balance as of the date hereof on the said Note(s) is Forty Seven Thousand Nine Hundred Fifty Two Dollars (\$ 47,952.45 ).

and 45/100  
ALL PARTIES TO THIS AGREEMENT specifically undertake and agree that nothing in this Agreement shall be understood or construed to amount to a satisfaction or release in whole or in part of said Note or Mortgage, or of the property involved in the Mortgage, from the effect thereof, nor to impair the right of sale provided for under the terms of the Mortgage or other remedy provided by law for the foreclosure of mortgages by action or otherwise.

IT IS UNDERSTOOD AND AGREED that all terms and/or conditions of the above-mentioned Promissory Note(s) and Mortgage, including modifications thereof, if any, shall remain in full force and effect without change, except as hereinabove otherwise specifically provided.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first above written.

ATTESTED BY:

HOLDER: *NCNB Mortgage Serv*

*John Killman*  
*WZ M. [unclear]*

*Edgar y. Mallone*

SELLER:

*Lupina B. McSwire*  
*Paul J. [unclear]*

*Claire Lopez* (SEAL)

*Patricia Lopez* (SEAL)

PURCHASER:

*Lupina B. McSwire*  
*Paul J. [unclear]*

*Louise Laines* (SEAL)

(SEAL)

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