

"PETITIONER'S EXHIBIT NO. 1-A"

No. 29,992 E. Gentry

MODIFICATION OF MORTGAGE AGREEMENT

Rec'd for Record May 10 19 79 At 2:45 P M Same Day Recorded & Ex'd per Charles C. Keller, CLK

THIS AGREEMENT OF MODIFICATION, Made this 4th day of May, 1979

by and between UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate duly incorporated under the Laws of the United States of America, hereinafter sometimes called "Mortgagee", party of the first part, and Duane Moyer and Mary Moyer, his wife, of Howard County, State of Maryland, Jeffrey Moyer, of Frederick County, State of Maryland, and Moyer Lincoln-Mercury Sales, Inc., a body corporate of the State of Maryland, hereinafter sometimes called "Mortgagors", parties of the second part.

WHEREAS, on April 11, 1978, Mortgagors executed and delivered to Mortgagee, a Mortgage encumbering certain land in Frederick and Howard County, Maryland more particularly described in said Mortgage which Mortgage is recorded respectively among the Land Records of Frederick and Howard County, Maryland in Liber 1046, folio 966 and Liber 878, folio 169, hereinafter referred to as the "Mortgage."

WHEREAS, the said Mortgage was given to secure the payment of an indebtedness in the original principal sum of THREE HUNDRED SEVENTY THOUSAND and 00/100ths (\$370,000.00) DOLLARS, which the Mortgagors covenanted and agreed to repay at the rate of ten percent (10%) per annum.

WHEREAS, the Mortgagors have requested Mortgagee to grant an additional loan to Mortgagors in the amount of SIXTY-THREE THOUSAND and 00/100ths (\$63,000.00) DOLLARS to be secured by a Third Mortgage on the aforesaid properties dated even date herewith and recorded or intended to be recorded among the aforesaid Land Records immediately prior hereto, and in consideration of the granting of said additional loan by Mortgagee to Mortgagors, Mortgagors have agreed to modification of certain terms and provisions set forth in said mortgage dated April 11, 1978, as contained in a Commitment Letter dated April 26, 1979 between the parties hereto.

NOW, THEREFORE, THIS AGREEMENT AND MODIFICATION WITNESSETH:

That in consideration of the premises and the sum of One Dollar (\$1.00) and other good and valuable considerations, paid by each of the parties herein to the others, receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

Exhibit filed March 6, 1980