

MODIFICATION TO MORTGAGE, CONSENT AND RELEASE

THIS MODIFICATION TO MORTGAGE, CONSENT AND RELEASE (this "Modification") is dated this ____ day of _____, 2013, and is by and among UMB BANK, N.A. ("Mortgagee"), THE HARRISBURG UNIVERSITY OF SCIENCE AND TECHNOLOGY ("Mortgagor"), HARRISBURG PARKING AUTHORITY ("HPA") and FOURTH STREET CONDOMINIUM ASSOCIATION (the "Association").

BACKGROUND

A. By Open-End Mortgage and Security Agreement dated January 1, 2007 (the "Mortgage"), and recorded in the Dauphin County Recorder of Deeds' Office (the "Recording Office") on January 25, 2007, as Instrument No. 20070003575, Mortgagor granted to Commerce Bank, National Association, as trustee ("Commerce"), mortgage title to and lien upon certain real property situate in the City of Harrisburg, Dauphin County, Pennsylvania, more fully described on Exhibit A, attached hereto (the "Property").

B. By Assignment of Mortgage dated October 1, 2012, and recorded in the Recording Office on November 9, 2012, as Instrument No. 20120033296, TD Bank, National Association (as successor to Commerce) assigned its rights under the Mortgage to Mortgagee.

C. By Declaration of Condominium of Fourth Street Condominium dated _____, 2013 (the "Condominium Declaration"), and recorded in the Recording Office on _____, 2013, as Instrument No. _____, Mortgagor submitted the Property to condominium ownership pursuant to the provisions of the Uniform Condominium Act, 68 Pa. C.S. §3101 et seq., as amended, the "Act"), and created two (2) condominium units (the "Parking Unit" and the "Educational Unit"). The legal description of the Parking Unit is attached hereto as Exhibit B, and the legal description of the Educational Unit is attached hereto as Exhibit C.

D. By Deed dated _____, 2013 (the "Parking Unit Deed"), recorded in the Recording Office on _____, 2013, as Instrument No. _____, Mortgagor conveyed the Parking Unit to HPA.

E. The parties desire to enter into this Modification.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound, the parties agree as follows:

1. Modification of Mortgage. Effective retroactively as of the date of the recording of the Condominium Declaration, the Mortgage is hereby modified replacing the legal description on Exhibit A of the Mortgage with the legal description of the Educational Unit, attached hereto as Exhibit C.

2. Release. Effective retroactively as of the date of the recording of the Condominium Declaration, Mortgagee hereby releases, exonerates and discharges the Parking Unit from the encumbrance, lien, operation and effect of the Mortgage.

3. Consent of Mortgagee. To the extent required by the terms of the Mortgage and the Bond Documents (as defined in the Mortgage), effective retroactively as of the date of the recording of the Condominium Declaration, Mortgagee fully and unconditionally consents to (a) the execution and recording of the Condominium Declaration and (b) the execution, delivery and recording of the Parking Deed.

4. Subordination to Condominium Declaration. Effective retroactively as of the date of the recording of the Condominium Declaration:

a. The Mortgage, as amended hereby, is subordinate and subject to all of the covenants, terms, agreements, provisions, conditions and restrictions set forth in the Condominium Declaration, and the rights and obligations of the parties are bound by the Condominium Declaration and subject to the terms and conditions of the Act, as the same may be amended from time to time.

b. The Mortgage shall be a Security Interest as that term is defined in the Condominium Declaration. Mortgagee shall be an Eligible Mortgagee as that term is defined in the Condominium Declaration. The Association is hereby provided notice that:

(1) Mortgagee's name is UMB Bank, N.A.

(2) Mortgagee's mailing address is _____.

(3) Mortgagee holds a Security Interest in the Educational Unit (or Unit 1 as defined in the Condominium Declaration).

(4) The address of the Educational Unit is _____.

5. Mortgage to Remain in Force. All other terms of the Mortgage, except as specifically amended herein, shall remain in full force and effect and are hereby ratified as if fully set forth herein.

6. Recording. This Modification shall be recorded in the Recording Office.

REMAINDER OF PAGE BLANK – SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Modification on the date first above written.

UMB BANK, N.A.

By: _____

Name: _____

Title: _____

THE HARRISBURG UNIVERSITY OF SCIENCE
AND TECHNOLOGY

By: _____

Name: _____

Title: _____

HARRISBURG PARKING AUTHORITY

By: _____

Name: _____

Title: _____

FOURTH STREET CONDOMINIUM
ASSOCIATION

By: _____

Name: _____

Title: _____

Signature Page to Modification to Mortgage, Consent & Release

COMMONWEALTH OF PENNSYLVANIA

:

: SS:

COUNTY OF

:

On this, the ____ day of _____, 2013, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of UMB Bank, N.A., a _____, and that he/she as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by himself/herself as _____ of such _____.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
 : SS:
COUNTY OF :

On this, the ____ day of _____, 2013, before me, the undersigned officer,
personally appeared _____, who acknowledged himself/herself to be the
_____ of The Harrisburg University of Science and Technology, a
_____, and that he/she as such officer being authorized to do so,
executed the foregoing instrument for the purposes therein contained by himself/herself as
_____ of such _____.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF :

On this, the ____ day of _____, 2013, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of The Harrisburg University of Science and Technology, a Pennsylvania non-profit corporation, and that he/she as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by himself/herself as _____ of such non-profit corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
 : SS:
COUNTY OF :

On this, the ____ day of _____, 2013, before me, the undersigned officer, personally appeared Richard D. Kotz, who acknowledged himself to be the Executive Director of Harrisburg Parking Authority, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania, and that he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by himself as Executive Director of such a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Notary Public

My Commission Expires:

EXHIBIT A

Property

Exhibit A to Modification to Mortgage, Release and Consent

EXHIBIT B

Legal Description of the Parking Unit

Exhibit B to Modification to Mortgage, Release and Consent

EXHIBIT C

Legal Description of the Educational Unit

Exhibit C to Modification to Mortgage, Release and Consent