

WHEREAS, in paragraph 7 thereof, the Grantors reserved the right to modify said restrictions, as follows:

"Right to Modify: The said grantors hereby expressly reserve the right at any time to annul, waive, change or modify any of the restrictions, conditions, covenants, agreements or provisions contained herein, as to any part of said tract then owned by the said grantors, and with the consent of the then owner as to any other land included in said tract, provided such changes can be made without the objections of the owners of more than one-half of any frontage as being prejudicial to their welfare."

NOW, THIS AGREEMENT WITNESSETH: That Grantors in the exercise of the rights reserved to them to change and modify any of the restrictions, conditions, covenants, agreements or provisions in the aforementioned deed, and with the consent of the owners of more than one-half of the frontage of lots (other than lots still owned by the Grantors) in the development known as Pomfrey, said lots being laid out in accordance with a plot recorded in the Office of the Recorder of Deeds, aforesaid, in Deed Record V, Volume 35, Page 601, do hereby change and modify paragraph 4 of the Restrictions contained in the aforementioned deed in so far as it applies to the lots in said development still owned by the Grantors, as follows:

"4. FREE SPACE. (a) No dwelling house over one and one-half stories high shall be erected closer than 25 feet to any side property line of any parcel of ground, except that unenclosed covered porches, the floors of which are not higher than the level of the first floor of the building may encroach on such restricted areas by projecting thereon not more than 10 feet, and tents and uncovered porches may be built and maintained on any part of the restricted area. Single story bay or bow windows not more than 15 feet in height (exclusive of foundation or other support) may encroach on this area by projecting from the side of the house not more than 3 feet.

(b) No dwelling house of one and one-half stories or under shall be erected closer than 15 feet to any side property line of any parcel of ground, except that steps and uncovered porches may be built and maintained on any part of the restricted area.

AND the said Grantors do in all other respects confirm and ratify the Restrictions contained in said Deed, as, herein changed and modified.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, and the other owners have evidenced their consent hereto by setting their hands hereto the day and year first above written.

Sealed and Delivered
in the Presence of:
Howard C. Kurtz
as to L.P.T. & M.P.T.

Lawrence P. Talley (Seal)
Mildred P. Talley (Seal)
Wm. Clark Vernon
Winfred H. Vernon
Frederic W. Kurtz
Margery E. Kurtz
Curtis Sinclear, Jr.
Mary C. Sinclear
Frederick G. Krapf, Sr.
Rosa M. Krapf

JAMES L. SEASE
 LAURA C. SEASE
 K. J. FLOODWOOD
 ANNE M. FLOODWOOD
 H. A. FRANTA
 VIRGINIA ELLIS FRANTA
 PAUL L. GALTHER
 GRACE J. GALTHER

NEW CASTLE COUNTY)
) ss.
)

BEFORE ME, the subscriber, a Notary Public for the State of Delaware, LAWRENCE J. GALTHER and ROBERT P. TRIMBY, his wife, parties to the foregoing Instrument of Writing, known to me personally to be such, and severally acknowledged this Instrument of Writing to be their deed.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

 Howard C. Kuptz,
 Notary Public.
 Received for Record October 31, 1940.
 Murton S. Hurl
 Recorder, Compered
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THE FIRST COMMERCIAL TRUST COMPANY, a corporation of the State of Delaware, did on the 1st day of July, A. D. 1940, obtain a judgment by confession in the Superior Court of the State of Delaware in and for New Castle County, against ISAAC A. THORNTON and EDITH GERTRUDE THORNTON for the sum of TWELVE THOUSAND DOLLARS and 00 CENTS (\$12,000.00) besides cost of suit, said judgment being No. 748 as of May Term A. D. 1940, (Judgment Docket 3, Volume 1, case 188) and by the record of the said Court appears, which said judgment is a lien upon all and singular the lands and tenements of the said Isaac A. Thornton and Edith Gertrude Thornton within the County of New Castle, Delaware; AND THE SAID, the said Commercial Trust Company, a corporation of the State of Delaware, upon the suggestion, and at the special request of the said Isaac A. Thornton and Edith Gertrude Thornton, is desirous of discharging that portion of the real estate of the said Isaac A. Thornton and Edith Gertrude Thornton hereafter described, of and from all lien and obligation from the said judgment writing:

AND THE SAID, KNOW ALL MEN BY THESE PRESENTS, That, the said Commercial Trust Company, a corporation of the State of Delaware, for and in consideration of the sum of FIFTEEN DOLLARS (\$15.00) to it in hand paid by the said Isaac A. Thornton and Edith Gertrude Thornton, the receipt whereof it does hereby acknowledge, and thereof forever acquit and discharge the said Isaac A. Thornton and Edith Gertrude Thornton, their heirs and assigns, has exonerated,