

party of the first part, who is hereby authorized to collect and receive the proceeds of such awards and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the mortgage debt, notwithstanding the fact that the amount owing thereon may not then be due and payable; and the said party of the second part hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning said awards to the party of the first part, free, clear and discharged of any encumbrances of any kind or nature whatsoever.

15. That the party of the second part is now the owner of the premises upon which said mortgage is a valid lien for the amount above specified with interest thereon at the rate above set forth, and that there are no defenses or offsets to said mortgage or to the debt which it secures.

16. That the principal and interest hereby agreed to be paid shall be a lien on the mortgaged premises and be secured by said note or mortgage, and that when the terms and provisions contained in said note and mortgage in any way conflict with the terms and provisions contained in this agreement, the terms and provisions herein contained shall prevail, and that as modified by this agreement the said note and mortgage are hereby ratified and confirmed.

17. This agreement may not be changed or terminated orally. The covenants contained in this agreement