

the payment hereof except as set out in the mortgage of even date given to secure this indebtedness."

4. The said Mortgage is hereby amended in the name of the Assignee by adding the following condition: "The covenant of the maker to pay principal and interest is included in the Mortgage Note secured hereby for the purpose of establishing and continuing the existence of the indebtedness. However, it is a condition of said covenant and those contained herein, that in the event of default under the terms hereof, the holder shall take no action against the maker except such as may be necessary to subject to the satisfaction of the indebtedness the property described herein and any chattels appurtenant to the use thereof; PROVIDED, that nothing in this condition and no action so taken shall operate to impair any objection of the maker under the Building Loan Agreement and the Regulatory Agreement herein referred to and made a part hereof."
5. The said Regulatory Agreement is hereby amended in the name of the Assignee to delete the word "NONE" in paragraph 17 and to insert in lieu thereof the following names: Wooten Corporation of Wilmington, Fletcher Bright Company, J. H. Lane, Jr. and Middleton Apts. of Tennessee, Ltd.

NOTHING HEREIN CONTAINED shall in anywise impair the Note, Mortgage or Regulatory Agreement or alter, waive, annul, vary or affect any provision, condition, or covenant therein, except in the manner as herein provided, nor affect or impair any rights, powers or remedies under said Note, Mortgage or Regulatory Agreement, it being the intent of the parties hereto that the terms and provisions of said Note Mortgage and Regulatory Agreement shall continue in full force and effect except as assigned and modified hereby.

It is agreed by the parties hereto that this Agreement shall be valid and binding upon themselves and their respective heirs, successors and assigns.

By this Agreement, the Mortgagee and Commissioner agree to release Assignor from all liability whatsoever under the said Note, Mortgage and Regulatory Agreement and agree to accept Assignee in lieu of Assignor as though Assignee were the original maker, mortgagor or owner under the said Note, Mortgage and Regulatory Agreement.