

right to pay over the balance of such deposits in its possession to the assignee, and thereupon the Mortgagee shall be completely released from all liability with respect to such deposits and the Mortgagor shall look solely to the assignee in reference thereto. The provisions of the preceding sentence shall apply to each and every assignment or transfer of such deposits to a new assignee.

47. Miscellaneous. (a) This Mortgage and its provisions cannot be changed, waived, discharged or terminated orally but only by an agreement in writing, signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

(b) This Mortgage and the rights of the parties hereunder shall for all purposes be governed by the laws of the State of New York.

(c) This Mortgage shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted.

(d) All terms and words used in this Mortgage, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

(e) The headings in this Mortgage and the index at the beginning of this Mortgage are for convenience of ref-