- (c) by adding the following language to the second paragraph of Paragraph 8 on Page 4 thereof immediately following the phrase "may be applied to the debt": "as provided in Paragraph 7 above."
- (d) by adding the following new sentence at the end of the second paragraph of Paragraph 8 on Page 4 thereof:

"In the event that the Mortgagee receives a check, draft or other form of payment, in satisfaction of a fire or other hazard insurance claim, endorsed by the Secretary of Health, Education and Welfare, but has received no written notification from said Secretary of the Secretary's election of either of the aforementioned options relative to the use of the insurance payment, the Mortgagee shall apply said payment to the indebtedness secured hereby then remaining unpaid."

- (e) by deleting Paragraph 9 thereof and substituting in lieu thereof the following:
 - "9. That all awards of damages in connection with any condemnation for public use of or injury to any of said property are hereby assigned and shall be paid to Mortgagee, who shall, at the option of the Secretary of Health, Education and Welfare, apply same in accordance with Paragraph 7 herein, or pay same to the Mortgagor upon such terms as said Secretary may specify, provided, however, that if the Mortgagee receives a check, draft or other form of payment pursuant to this paragraph endorsed by said Secretary, but has received no written notification from said Secretary of the Secretary's election of either of the aforementioned options, then the former option shall be deemed to apply. The Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award;".
- 4. The Mortgagor represents that (i) upon the execution and delivery hereof the Note and Mortgage will remain in full force and effect; (ii) there are no defaults existing thereunder and no events shall occur which, with the giving of notice or the passage of time, or both, would constitute a default thereunder; and (iii) there are no defenses, setoffs, credits or deductions available to the Mortgagor with respect to payment due under the Note.
- 5. Except as herein expressly modified and amended, all of the terms, covenants, conditions and agreements of the Note and the Mortgage shall remain in full force and effect.