- 3. WHEREAS, the Assignor is presently the mortgagor of said property; and,
- 4. WHEREAS, the Mortgagee is now the owner and holder of said Note and Mortgage; and,
- 5. WHEREAS, said Note and Mortgage are presently current as to all payments of interest, interest only being presently payable under said Note and Mortgage; and
- 6. WHEREAS, the Assignor desires to assign said Note, Mortgage and
  Regulatory Agreement and Assignee desires to accept such assignment;
  and,
- 7. WHEREAS, the Mortgagee and Commissioner agree to consent to such assignment; and,
- 8. WHEREAS, the assignee desires to modify the said Note, Mortgage and Regulatory Agreement as hereinafter set forth as a condition of said assignment; and,
- WHEREAS, the Mortgagee and Commissioner agree to said modifications of said Note, Mortgage and Regulatory Agreement as hereinafter set forth;

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the premises herein and other good and valuable consideration, each paid to the other, the receipt of which is hereby acknowledged, and to induce the Mortgagee and Commissioner to consent to the transfer of the property described in said Mortgage from Assignor to Assignee, the parties hereto agree as follows:

- Assignor does hereby sell, assign and transfer to Assignee all of its right, title and interest whatsoever in and to said Note, Mortgage and Regulatory Agreement.
- 2. Assignee hereby accepts said Assignment of Assignor and hereby agrees to be bound from this date by all of the terms, conditions and covenants of said Note, Mortgage and Regulatory Agreement and to perform each and every term, provision, condition and covenant under the said Note, Mortgage and Regulatory Agreement to the same extent and as fully as though Assignee was the maker, mortgagor or owner named in the original of said Note, Mortgage and Regulatory Agreement.
- 3. The said Note is hereby amended in the name of the Assignee by adding the following condition: "The maker assumes no personal liability for