- 35. That this Mortgage cannot be changed orally.
- or complete discharge of the loan to any Agent other than the owner and holder of record of this Mortgage and the Note, as recorded among the Public Records of jurisdiction in which Mortgaged Property is situated, or any agent designated by such owner and holder, shall constitute a payment to the Mortgagor's agent and not to the owner and holder of said Note or its agent. In this regard it is understood that until said payment is actually in the possession of the Mortgagee or its assigns, as the case may be, who at that time is the owner and holder of record of said Mortgage and Note, said payment shall be deemed not to have been properly made, and Mortgagee shall not be required to honor a request for a reconveyance or to release or discharge this Mortgage in satisfaction of the obligation pursuant to the provisions of this Mortgage and/or the Note.
- 37. The Mortgagor further agrees that if the date or dates of maturity of all or of any part or parts of the herein-secured debt be extended, then in such event, no such extension or extensions shall in any way alter, vary or diminish the force, effect or priority of the lien of this Mortgage. Unless expressly agreed in writing by the Mortgagee, this lien shall continue as the first lien on the Mortgaged Property until all sums with interest and other appurtenant charges hereby secured shall be fully paid. Any extension agreement or agreements duly executed by the Mortgagor shall, with the consent of Mortgagee, be sufficient to extend the lien hereby evidenced without the consent of any person hereafter acquiring a lien, title or interest in or to the Montgaged Property or any part thereof. No other security now existing, or hereafter taken, to secure the payment of said debt or any part thereof, shall be impaired or affected in any manner by the execution of this instrument; and no security subsequently taken to secure the payment of said debt, or any part thereof, shall affect or impair in any manner the lien of this Mortgage, but all such additional security shall be taken and held as cumulative,
- 38. In case this lien shall be foreclosed by Power of Sale or by judicial action, and provided all sums, including interest owing under the Note and hereby secured are paid in full as in this Mortgage provided, the