

6. The Property encumbered by the Mortgage described in Exhibit "A" may be released from the lien of the Mortgage encumbering it and the lien of the Mortgages cross-collateralizing it as set forth on Exhibit "B", and the indebtedness of the Mortgages set forth on Exhibit "B" shall no longer be secured by the Property encumbered by the Mortgage set forth on Exhibit "A" and FMI shall execute and deliver appropriate releases provided all of the things set forth in Sections 6.1, 6.2 and 6.3 occur.

6.1. That FMI receives, simultaneously with the delivery of such partial release an amount, in cash, necessary to pay the entire unpaid principal balance of the Mortgage set forth in Exhibit "A" plus accrued interest to date thereof and all other sums required to be paid to FMI under the terms of the Loan Documents applicable to the Property being released plus twenty percent (20%) of the total thereof.

6.2. Prior to the delivery of such partial release FMI shall have received all Net Income from the operation or sale of any of the Properties set forth on Exhibit "A" and Exhibit "B".

6.3. FMI shall have been given a valid and enforceable first security interest of all purchase money paper and proceeds thereof which has been given in connection with the sale by either Mortgagor or its affiliated successors or assigns of any of the Properties set forth on Exhibit "A" and Exhibit "B", such security interest to be evidenced by such documents that FMI and its counsel shall deem necessary and which shall provide, inter alia, that such security interest shall secure the payment of the indebtednesses secured by every Mortgage set forth on Exhibit "A" and Exhibit "B".

7. From and after the date hereof all Net Income of the Property set forth on Exhibit "A" and Exhibit "B" shall be paid to FMI. In the case of a sale FMI shall receive as Net Income the cash at the time of sale and the payment of obligations due to Mortgagor from Purchase Money Mortgages and Mortgagor shall execute and deliver such documents as are necessary to perfect the security interest of FMI in such Purchase Money Paper which security interest shall collateralize the obligations to FMI with respect to the proceeds of such Purchase Money Paper. FMI agrees that notwithstanding anything contained in the Loan Documents, that the Mortgage set forth on Exhibit "A" shall not be in default for failure to pay principal or interest payments prior to its maturity date as set forth in the Amended Note recited in Section 2 hereof except as to the provisions of section 9 hereof, provided (i) FMI receives all Net

51
0090

4328 RV-2