

RELEASE RIDER

Subject to and upon the following terms and conditions only, Mortgagor shall have and is hereby granted the right to apply for and to obtain one or more conveyances (each such conveyance being hereinafter referred to as a "Release") from Mortgagee to Mortgagor of a portion or portions of the within described property (to be designated by Mortgagor subject, however, to the limitations hereinafter set forth) for the purpose of releasing and discharging such portion or portions of the property so conveyed from the lien, encumbrance and security title of the within Mortgage. The terms and conditions of each such Release are as follows:

(a) Each request by Mortgagor for the execution and delivery of a Release by Mortgagee shall be in writing and shall include therewith a legal description of the property as to which a Release is being thereby requested (hereinafter referred to as the "Release Parcel").

(b) All Releases shall be in the form set out below and the legal description shall be for all of Tract "A" or Tract "B" as the case may be. Each such Release shall be executed and delivered by Mortgagee to Mortgagor within five (5) days after Mortgagor shall have requested a Release as contemplated by subparagraph (a) hereof, upon the payment of the release price as set out in subparagraph (c) and provided the Mortgagor is not in default under the Note which the mortgage secures.

(c) In consideration of Mortgagee's execution and delivery of each Release, Mortgagor shall pay to Mortgagee, in cash, at the time and in the manner hereinabove provided, a release price for Tract "A" of Seventy-One Thousand Two Hundred Fifty and No/100 (\$71,250.00) Dollars principal and Fifty-Three Thousand Seven Hundred Fifty and No/100 (\$53,750.00) Dollars principal for Tract "B". Accrued interest on said Promissory Note or one-half ($\frac{1}{2}$) of the net profits as set out in that certain Agreement dated November 9, 1981, between Mortgagor and the Partnership as Mortgagee shall be paid Mortgagee as part of the Release Price, said Agreements being incorporated herein by reference.

(d) Mortgagor shall be entitled, at any time and from time to time on or after the date hereof, to grant easements as needed over any portion or portions of the property for sewer, water, gas, electric service and other utility services to the property without obtaining any

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