

timely payments due under said mortgage and note.

Should the mortgage note be paid in full during any year subsequent to the date of purchase by FLEET FINANCE, INC., and prior to FLEET FINANCE, INC. collecting its 120 monthly payments, FLEET FINANCE, INC., shall be entitled to receive and retain out of such funds received (9½) 9-1/2 % of its unamortized principal balance at date of prepayment as shown on the attached amortization schedule (Exhibit B).

Any monies received by FLEET FINANCE, INC. over and above its entitlement as determined by the preceding paragraph shall be the property of the OWNER, but FLEET FINANCE, INC., shall have the right to apply any such excess to any other mortgage purchased from OWNER in the event OWNER fails to repurchase any such mortgage pursuant to the terms of the agreement under which such mortgage is purchased by FLEET FINANCE, INC.

The OWNER does hereby designate FLEET FINANCE, INC., as its agent for collection of monies due the OWNER in connection with a full payoff of the mortgage and note. Should the mortgagors (or person responsible for making said payments under the mortgage and note) timely make all 120 payments to FLEET FINANCE, INC., then FLEET FINANCE, INC., shall execute an absolute assignment of the mortgage and note back to OWNER and advise the mortgagor (or person responsible to make the payments under said mortgage and note) to make all future payments to OWNER. FLEET FINANCE, INC., agrees not to encumber, pledge, hypothecate or assign the mortgage and note during the period it administers same.

4. Mortgage default. Should the mortgage and note be in default for a period of TEN (10) days, OWNER, upon written notice of such default, shall repurchase FLEET FINANCE, INC.'s interest in said mortgage and note within 15 days, by payment to FLEET FINANCE, INC., its unamortized principal balance as shown on the amortization schedule. Should the OWNER fail to purchase FLEET FINANCE, INC.'s interest in the mortgage with the said 15 days, FLEET FINANCE, INC., agrees to then, at its own expense, foreclose the mortgage and note.

Upon successful completion of the foreclosure action, FLEET FINANCE, INC. agrees to give the OWNER notice of same and afford OWNER the option to again purchase FLEET FINANCE, INC.'s interest therein within 15 days at the figure aforescribed, plus the costs of foreclosure incurred by FLEET FINANCE, INC., including reasonable attorney's fees plus \$ N/A.

Should the OWNER fail to purchase FLEET FINANCE, INC.'s interest within the said 15 days, FLEET FINANCE, INC., would then exert its best efforts to sell the property at a fair price and from the proceeds received, would then be entitled to the following:

- (a) All timely payments previously made by the mortgagor or persons responsible to FLEET FINANCE, INC. would be retained by FLEET FINANCE, INC.