

"Borrower" shall be construed to mean any one or more persons or parties who are holders of the legal title or equity of redemption to or in the aforesaid mortgaged premises. The word "Note" shall be construed to mean the instrument, whether note or bond, given to evidence the indebtedness held by Lender against the mortgaged premises; and the word "Mortgage" shall be construed to mean the instrument securing the said indebtedness, owned and held by Lender, whether such instrument be mortgage, loan deed, trust deed, vendor's lien or otherwise.

It is understood and agreed that a full and complete release of the aforesaid mortgage shall operate as a full and complete release of all Lender's rights and interest hereunder, and that after said mortgage has been fully released this instrument shall be void and of no further effect.

IN WITNESS WHEREOF, the Party of the First Part has executed this agreement under seal the day and year first above written.

*Stacy J. [Signature]*  
*Wm. Byrd [Signature]*

CFC 79 PARTNERSHIP D, A UTAH LIMITED PARTNERSHIP

By *Spence Clark [Signature]*  
General Partner

STATE OF <sup>UTAH</sup> ~~SOUTH CAROLINA~~ )  
                  SALT LAKE ) ss.  
COUNTY OF GREENVILLE )

PERSONALLY APPEARED before me *Spence Clark [Signature]*

and made oath that he saw the within named CFC 79 PARTNERSHIP D, by Spence Clark, General Partner, sign the within Conditional Assignment of Rentals, and the said General Partner, in its behalf, seal said instrument and, as his act and deed, deliver the same, and that he, with *Wm. Byrd [Signature]*, witnessed the execution thereof.

*Stacy J. [Signature]*

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