

improvements on the Property subject to the Lease; and
 (iii) An Assignment of Leasehold Estate executed
 by Seller and conveying to Buyer the Lessee's interest
 in the leasehold estate created under the Lease, AND
 (iv) all other Instruments (including without limita-
 tion, Deed executed by any other vestee of record
 conveying fee title to Seller ~~{except where only a
 leasehold estate is being conveyed per item (ii) herein}~~
 and satisfaction, release or bonding of any mechanics',
 judgment or similar lien of record) necessary to place
 title to the Property in the condition called for in
 Paragraph 2 below; AND (v) Bill of Sale (the "Bill
 of Sale"), executed by Seller and conveying to Buyer
 Seller's interest in the personal property located on
 and used in connection with the Property, with which
 you need not be concerned as to form or substance.

~~(e) Buyer and Seller will cause to be handed to
 you for recordation modification agreements relating
 to current mortgages and/or land leases of record as
 Items N/A of Exceptions in the Preliminary Title Report
 referred to in Paragraph 2 below, together with instructions
 and the other documents and funds, if any, required by
 the holders of such mortgages and/or land leases.~~

2. You are hereby authorized to deliver and/or record
 all documents and instruments and to pay to Seller all funds
 remaining in escrow when you can issue your most recent form
 of Standard Owner's Title Insurance Policy insuring Buyer in
 the amount of the Purchase Price (\$1,701,336.00) and
 Standard Mortgagee's Title Insurance Policy insuring Seller
 as Mortgagee, but only to the extent of \$ 403,539.00
~~403,864.00~~

3.