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with the sum of One Hundred Thousand and Eighty (\$100,080.00) Dollars hereinabove provided to be paid by Holly Tree in cash to Fidelity Federal upon the initial release of said 36.31 acres), and said Three Hundred and Twenty Six Thousand Seven Hundred and Ninety (\$326,790.00) Dollars shall have been credited by Fidelity Federal on Holly Tree's Two Million (\$2,000,000.00) Dollar note and mortgage aforesaid, Fidelity Federal shall have no further interest in said Three Hundred and Forty Four Thousand Six Hundred and Fifty (\$344,650.00) Dollar note and mortgage, and shall thereafter assign the same fifty-five (55%) per cent to C&S and forty-five (45%) percent to the McNamaras who shall collect all remaining principal sums due thereunder in the sum of One Hundred Seventeen Thousand Nine Hundred and Forty (\$117,940.00) Dollars to be applied fifty-five (55%) percent to the C&S and forty-five (45%) percent to the McNamaras in payment as releases under their respective Four Hundred and Eight Thousand One Hundred (\$408,100.00) and Three Hundred and Thirty Three Thousand Nine Hundred (\$333,900.00) Dollar notes and mortgages aforesaid.

7. The obligation of Fidelity Federal to pay out to Holly Tree, C&S and the McNamaras any sums in principal and interest on the said Three Hundred and Forty Four Thousand Six Hundred and Fifty (\$344,650.00) Dollar note and mortgage is conditioned upon the fact that no default exists in the terms of the aforesaid Two Million (\$2,000,000.00) Dollar note and mortgage executed by Holly Tree to Fidelity Federal dated February 1, 1973. In the event of default in the terms and conditions of said Two Million (\$2,000,000.00) Dollar note and mortgage, Fidelity Federal shall be entitled as owner of said Three Hundred Forty Four Thousand

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