

(9) Release. All or any one of the premises secured by this Deed of Trust shall be released from the lien of this Deed of Trust, provided Grantor is not in default hereunder, upon payment of the net sales proceeds received from the sale of the premises to be released to the Beneficiary in partial payment of the Note. Net sales proceeds means the gross sales price for the premises less the actual costs of sale, such costs not to exceed in any event a realtor's commission of not more than six (6%) percent plus the costs of documentary stamps and pro-rated ad valorem taxes for the current year, plus such points, if any, that the Borrower shall be required to pay. Provided further however, the Net Proceeds of the sale of any of the premises shall in no event, without the written consent of the Beneficiary, be less than the purchase price of such premises as set forth in the Loan Agreement of even date herewith.

(10) Non-Recourse. Anything contained in this Deed of Trust or in the Note secured hereby to the contrary notwithstanding, the Beneficiary agrees that in an action to foreclose this Deed of Trust, the Grantor or any partner of the Grantor or any other person or entity shall not be liable for any deficiency between the total amount secured by this Deed of Trust and the proceeds of the foreclosure sale, or for any other sums due hereunder, and no deficiency judgment or other judgment will be sought against the Grantor or any partner of the Grantor or any other person in such foreclosure action. Provided further however, that nothing contained herein shall in any manner reduce, diminish, or negate the rights of the Bank to recover from the Borrower, any partner of the Borrower, or any other person or entity, such sums or damages as may arise as the result of any action or failure to act by the Borrower, any partner of the Borrower, or by any other person or entity which constitutes an Event of Default under the Note, the Loan Agreement, or hereunder and which results in a reduction in value, or impairment of the security interest of the Bank in, any of the Collateral securing the Note.

RECORDED APR 8 1982

at 4:22 P.M.

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