

execute and deliver to Mortgagor a satisfaction or discharge of this Mortgage in form suitable to remove this Mortgage as a lien upon the Mortgaged Property under the applicable local law, in the event (1) the Mortgaged Property is sold to a bona fide good faith purchaser for fair market value, upon the payment to Mortgagee of (a) an amount equal to the outstanding principal balance of the First Mortgage or release of any liability from Mortgagee with respect thereto and (b) an amount equal to the difference between the Estimated Market Value of the Mortgaged Property, as such amount is described in the Agreement, and the amount necessary to satisfy the First Mortgage under subparagraph (a) hereof; any amounts paid by Mortgagor to Mortgagee under subparagraph (b) above shall be applied as a prepayment of the Note described in Section 4.3 of the Agreement; or (2) the Mortgage Property is sold to a bona fide good faith purchaser for fair market value, upon delivery to Mortgagee of (a) the payment or release set forth in 1(a) above, and (b) "Substitute Collateral" in an amount equal to 1(b) above. The Substitute Collateral may consist of cash, securities, personal property, real property or letters of credit. At the time Mortgagor notifies Mortgagee of its election, Mortgagor shall furnish Mortgagee with an independent appraisal showing the market value of the Substitute Collateral at the time of its election and, only in the case of tangible personal property, at the time the outstanding principal balance on the Note becomes due and payable. Upon the exercise of its rights under (2) above Mortgagor shall deliver to Mortgagee a security agreement in form and content reasonably satisfactory to Mortgagee giving Mortgagee a legally binding fully enforceable lien in the Substitute Collateral, and proof satisfactory to Mortgagee's attorney that the granting of the security interest in the Substitute Collateral does not constitute a preferential transfer under the Federal Bankruptcy Laws. All costs and expenses, including any mortgage tax, recording or filing fees and Mortgagee's reasonable attorneys' fees, incurred under this Paragraph, shall be borne by Mortgagor.

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