

executed in connection herewith, Mortgagor shall be entitled to the release of the lien of this Mortgage and any other document or instrument encumbering property included in the Commercial Project, as defined in the Loan Agreement, including that Agreement Granting Security Interest in Personal Property, Equipment and Fixtures of even date herewith, upon payment in full of all indebtedness evidenced by that Commercial Note of even date herewith in the principal amount of \$1,586,800.00, which is referred to in paragraph 1 on page 2 hereof. All costs and expenses of Mortgagee relating to any release shall be paid by Mortgagor, including but not limited to reconveyance fees, title fees, recording fees and legal expenses.

IN WITNESS WHEREOF, these presents have been executed by Mortgagor the day and year first written above.

ATTEST:

GARCIA'S OF SCOTTSDALE, INC.,
a Delaware corporation

Don A. Remell
[Signature]

By Franklin L. Crawford
Its Vice President & Sec.

MORTGAGOR

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 10 day of FEBRUARY, 1983, by FRANKLIN L. CRAWFORD of PRESIDENT the GARCIA'S OF SCOTTSDALE, INC., a Delaware corporation, on behalf of the corporation.

[Signature]
Notary Public

My commission expires:

My Commission Expires Apr 20, 1983

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