

H.15 Partial Release Prior to Full Repayment of the Indebtedness. Notwithstanding anything to the contrary contained herein or in any other Loan Document, Borrower may, prior to full repayment of the Indebtedness and in connection with the sale of one of the individual properties which comprise the Mortgaged Property as described below (each, a "**Release Parcel**"), request and obtain a reconveyance and release (the "**Release**") of the Release Parcel from the lien of the Mortgage, provided all of the following conditions shall have been satisfied, as determined by Lender in its reasonable discretion:

(a) No Event of Default shall have occurred under the Note, this Loan Agreement, the Mortgage or any other Loan Document since the inception of the Loan, and no condition shall exist which, with the passage of time or the giving of notice, would constitute an Event of Default.

(b) Borrower must request the partial release by written notice to Lender given at least thirty (30) days prior to the requested release date, which release date must be a Business Day. Borrower shall pay a processing fee in the amount of **\$350.00** for each partial release, which processing fee shall be paid at the time of Borrower's request for the partial release, and which processing fee shall be nonrefundable regardless of whether Lender approves a partial release request.

(c) If required by Lender, Borrower shall have provided documentation reflecting the new legal description for the Remaining Property following the Release of the Release Parcel from the Mortgaged Property. For purposes of this section H.15, the term "**Remaining Property**" shall mean the Mortgaged Property which shall remain subject to the lien of the Mortgage following the Release of the Release Parcel.

(d) Confirmation that (i) the Remaining Property will have acceptable cross-access easements for the continued use and operation of the Remaining Property in the same manner as for the original Mortgaged Property, and (ii) the Release Parcel comprises a legal lot in compliance with all applicable subdivision and zoning laws.

(e) If required by Lender, receipt and review of an updated ALTA/ACSM urban survey of the Remaining Property, including all items required by Lender, and a certification from a surveyor acceptable to Lender as well as the title company.

(f) If required by Lender, receipt of updated ALTA extended coverage title insurance policy for the Remaining Property, subject only to exceptions approved by Lender, together with any and all endorsements required by Lender.

(g) The release price of the Release Parcel shall be equal to the "**Minimum Release Price**" listed in the table below; provided, however, that notwithstanding section H.15(a) above, if an Event of Default has occurred under the Note, this Loan Agreement, the Mortgage or any other Loan Document since the inception of the Loan or if a condition exists which, with the passage of time or the giving of notice, would constitute an Event of Default, then the release price of the Release Parcel shall be equal to the greater of the: (i) Minimum Release Price, and (ii) an amount equal to one hundred percent of the net proceeds from the sale of the Release Parcel. The net proceeds shall be the gross sales price less any commissions and any other customary closing costs, as determined by Lender, in Lender's sole discretion.

(h) Lender shall have received, in United States currency and immediately available funds, the release price for the applicable Release Parcel, which release price shall be applied to reduce the outstanding principal balance of the Note.

Address or Release Parcel Description	Allocated Par Loan Amount	Minimum Release Price [Allocated Par Loan Amount X 120.00%]
987 Any Highway, AnyTown, TX 12345	\$1,050,000.00	\$1,260,000.00
456 Any Blvd, AnyCity, TX 8765	\$1,050,000.00	\$1,260,000.00

(i) [Intentionally omitted].

(j) Borrower shall have paid all costs associated with the Release of the applicable Release Parcel, including title, any applicable demand fees, recording, documentation, Attorneys' Fees and Costs, and any other related costs.

(k) Borrower shall have provided such other items and documentation customarily required.

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