

GUARANTEE LETTER INDEMNIFICATION AGREEMENT
(Release Tracking Servicer)

TO: *

FROM: BROWN & CARY

RE: Sale of Property located at:
*

SELLERS: *

BUYERS: *

DATE: *

Please be advised that the undersigned is representing the Sellers in the above-referenced transaction. The property is encumbered by a mortgage from * to * in the original principal amount of \$* dated * and recorded in Volume *, Page * of the * Land Records.

The Lender will not provide a release of the mortgage until said Mortgagee has received funds necessary to satisfy said Mortgage in full according to the terms set forth in Mortgagee's written payoff letter. To the best of my knowledge, I know of no fact or circumstance which would prevent the Lender from issuing a "release of mortgage" upon receipt of funds sufficient to satisfy the mortgage.

To induce the Buyers to complete the purchase of the property and to induce the Title Insurance Company to issue a policy or policies of title insurance to the Buyers and/or the Buyers' Mortgagee without taking exception for the aforesaid mortgage, the undersigned as counsel for the Sellers does hereby agree to immediately forward to Sellers' Mortgagee as aforesaid sufficient funds to fully satisfy Seller's mortgage. Sellers' counsel shall deliver such funds together with a letter prepared by Buyers' counsel instructing the Sellers' Lender where to deliver the Release document. Sellers counsel will cooperate as necessary to assure that the funds have been delivered to Sellers' lender by supplying proof of delivery of such funds if requested by Buyers' counsel.

In further consideration of Buyer's Counsel closing the transaction this date, the Sellers, whose

