

GUARANTEE LETTER INDEMNIFICATION AGREEMENT
(No 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. Said Mortgage was further assigned to * in Volume *, Page *.

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 now 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 and to obtain a release of the Seller's mortgage within Sixty (60) days after the date hereof. Promptly, upon receipt of said release of mortgage, I shall have the same properly recorded and forward a copy of the same to the Buyer's counsel.

In the event the Mortgagee has received payment in satisfaction of the mortgage and the release of the Seller's mortgage has not been subsequently executed and delivered by the Mortgagee within Sixty (60) days after receipt of payment, the undersigned seller's attorney shall proceed pursuant to P.A. 86-341, to notify the Mortgagee in writing at least fifteen (15) days in advance of his intention to execute an affidavit in compliance with the Act. A copy of such affidavit will be attached to the notification and forwarded to the Mortgagee.

If such Mortgagee fails to respond to the notification within fifteen (15) days after receipt of the aforesaid affidavit, undersigned Seller's attorney shall promptly file the affidavit on the land records of the proper town(s) in lieu of the "release of mortgage" with the same effect as if such release had been recorded.

Upon either the proper filing of such affidavit or release of mortgage on the land records, I

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March 26, 2006
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shall forward a copy of the Affidavit or Release to the Title Counsel and provide all pertinent recording information of said affidavit or release.

In further consideration of Buyer's Counsel closing the transaction this date, the Seller, whose signatures appear below, hereby indemnify and hold harmless Buyers' Counsel and the Buyer of said transaction, as to any and all losses, damages and/or claims thereof, including but not limited to, attorneys fees in regard to any litigation related thereto, in regard to the aforementioned payoff and release of mortgage.

Dated this * day of *, *2003.

*ELLEN C. BROWN
Seller's attorney

*
Seller

*

STATE OF CONNECTICUT)
) ss: *
COUNTY OF NEW LONDON)

Personally appeared, *signers and *sealers of the foregoing instrument and acknowledged the same to be * free act and deed, before me.

COMMISSIONER OF THE SUPERIOR COURT
*