

(b) A sum equal to the matured monthly mortgage payments, minus any and all monthly payments previously paid prior to commencement of foreclosure, described in (a) above, plus (9½) 9-1/2% of its unamortized principal balance at date of prepayment as shown on the attached amortization schedule, (Exhibit B), plus

(c) All court costs and reasonable attorney's fees incurred by FLEET FINANCE, INC., in the foreclosure action, plus,

(d) All selling costs, including broker's commissions and closing costs, plus

(e) \$ N/A.

(f) All excess proceeds would be paid to the OWNER for his interest in the foreclosed property.

In the event that the sale of the real property is not concluded on a cash basis but on a credit basis (and the cash down payment being insufficient to pay all of the above) and FLEET FINANCE, INC. is required to accept a purchase money mortgage, then FLEET FINANCE, INC., shall be entitled to all first payments due until the total obligations due to FLEET FINANCE, INC. (all of the above (a) through (f), plus sufficient payments under the new purchase money mortgage to bring FLEET FINANCE, INC., a total sum equal to the matured monthly payments under the original mortgage) are discharged, at which time FLEET FINANCE, INC., agrees to execute an absolute assignment conveying the new purchase money mortgage to OWNER.

5. Indemnification. OWNER agrees to indemnify and save FLEET FINANCE, INC. harmless from and against any and all loss, damage, liability, and expense (including its reasonable attorney fees and costs of litigation) sustained or incurred by FLEET FINANCE, INC. arising out of, or based upon, the inaccuracy or breach of any warranty or representation made by OWNER to FLEET FINANCE, INC. under this agreement and breach by OWNER of its obligation to repurchase any mortgage or covenant performed by it under this agreement.

6. Agency designation. OWNER does hereby designate FLEET FINANCE, INC. as its agent for commencement of the foreclosure action (if necessary) and consents to same being brought in the name of FLEET FINANCE, INC. for his interest in the mortgage and note and agrees to execute such other and further documents as are necessary in order to accomplish this. OWNER further does hereby designate FLEET FINANCE, INC. as its agent to consummate a sale of his interest in the realty after foreclosure in FLEET FINANCE, INC.'s name and agrees to execute such other and further documents as are necessary to accomplish this.