



Sharon A. Krig

RETURN TO:
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24 Eastman Avenue
Bedford, NH 03110

COMMERCIAL MORTGAGE DEED

[**Town of Sunapee Tax Map 0224, Lot 0014, Sub Lot 0000A, (assessors ID 0225/0089/0000) and Tax Map 0224, Lot 0014, Sub Lot 0000, (assessors ID 0224/0014/0000)]**

MORTGAGOR: BRUCE G. JENNINGS

MORTGAGEE: MRT Investment & Development, LLC

KNOW ALL MEN BY THESE PRESENTS, BRUCE G. JENNINGS, of 66 Westcourt Road, Sunapee, NH 03782 (hereinafter "Mortgagor") for consideration paid, grant, bargain and convey, with **STATUTORY POWER OF SALE**, to **MRT Investment & Development, LLC**, a New Hampshire limited liability company with an address of 94 River Road, Hudson, Hillsborough County, New Hampshire 03062 (hereinafter, "Mortgagee"), and its successors and assigns forever, with MORTGAGE COVENANTS, to secure the payment and performance of Mortgagor's financial liabilities and other obligations under a certain Note made by Mortgagor to the order of the Mortgagee, dated the 23rd day of September, 2008, in the original face amount of **FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00)**, together with simple annual interest charged on outstanding principal balance pursuant to the terms of the Note, points and costs, if any, due and payable on or before MARCH 23, 2009; and further secures all renewals, extensions and modifications; all as provided said in said Note herewith; and further secures the performance of all the terms, agreements and conditions as provided in said Note, and the payment of all other sums with interest thereon advanced in accordance herewith to protect the security of this Mortgage;

single

All of Mortgagor's right, title and interest in certain two parcels of real property situate in the Town of Sunapee, Sullivan County, New Hampshire, being **Town of Sunapee Tax Map 0225, Lot 0089, Sub Lot 0000, containing 11.80+/- acres (assessors ID 0225/0089/0000) and Tax Map 0224, Lot 0014, Sub Lot 0000, containing 137 +/-acres (assessors ID 0224/0014/0000)**. TOGETHER with the improvements thereon, privileges, hereditaments and appurtenances thereto in any wise appertaining or belonging thereto, TOGETHER with all buildings, structures, and improvements of any and all kinds and descriptions now or hereafter erected or placed thereon, and all fixtures, utilities, appliances and all renewals or replacements thereof, whether or not the fixtures, utilities or appliances are or shall be attached to any buildings or to the real estate in any manner, said fixtures, utilities and appliances to be considered as part of the real estate to the extent permitted by law, TOGETHER with all leases, rents, issues and profits thereof, (which are hereby collaterally assigned to Mortgagee); and more particularly

described in **EXHIBIT A**, annexed hereto and made a part hereof, hereinafter referred to as the Mortgaged Premises.

This conveyance is made subject to all easements, conditions, covenants and restrictions of record.

And for the consideration aforesaid, Mortgagor does hereby release, discharge and waive all rights of exemption from attachment and levy or sale on execution and all other rights of any and every nature whatsoever in and to the Mortgaged Premises and in each and every portion thereof as are or May hereafter be reserved, secured, or afforded Mortgagor under, or by virtue of the laws of the State of New Hampshire, the United States of America, including, without limitation, the equitable doctrine of marshalling or the federal Bankruptcy Code as such statute now exists, Mortgagor's so-called "Homestead" rights and all of Mortgagor's other rights, title and interests of any and every nature whatsoever in and to the Mortgaged Premises.

TO HAVE AND TO HOLD the aforegranted and bargained Mortgaged Premises with all the privileges and appurtenances thereof, to the said Mortgagee and its successors and assigns, do hereby covenant, grant and agree, to and with the Mortgagee and its successors and assigns, that until the delivery hereof, they are the lawful owner of the said granted Mortgage Premises seized and possessed thereof in their own right in fee simple, and have the right to collect rents and profits, and have full power and lawful authority to grant and convey the same in manner aforesaid, that the Mortgaged Premises are free and clear from any monetary encumbrance whatsoever, and free and clear from any other encumbrance which would affect marketability, EXCEPT AS STATED HEREIN that they and their successors shall warrant and defend the same to the said Mortgagee and its successors and assigns against the lawful claims and demands of any person or persons whomever, except as otherwise herein recited; and that they will not cause or permit any lien to arise against the Mortgage Premises which is superior to the lien of this Mortgage, except as otherwise herein recited.

The Mortgagor(s), for itself, its successors and assigns, further covenant and agree with the said Mortgagee, its successors and assigns as follows:

1. To pay the Note hereby secured and interest thereon, as the same shall become due and payable, and also any other indebtedness that May accrue to the Mortgagee under the terms of this Mortgage, and to perform all other agreements set forth in said Note, and in all other instruments given as security for the said Note. Unless applicable law provides otherwise, all payments received by Mortgagee shall be applied first to late charges, second to collection costs, third to attorney fees, fourth to interest, and last to principal due.

2. To keep the buildings, improvements and personal property now existing or hereinafter erected or located on the Mortgaged Premises and the interest and liabilities incident to the ownership thereof insured against loss by fire and such other hazards, casualties and contingencies, and in manner, form and companies as May be required by the Mortgagee and all such insurance shall be evidenced by standard fire and extended coverage insurance policies in amounts not less than the sum of the principal balances due on Note secured hereby, and the prior Mortgages (if any), and in no event shall the amount of coverage be less than the full insurable value thereof, and in default thereof the Mortgagee shall have the right to obtain such insurance at the cost of the Mortgagor, such cost to be secured hereby. Such insurance shall, at Mortgagee's option, name the Mortgagee as secured payee "as its interest May appear." Such insurance shall have a clause in the policy requiring the insurer to give written notice of termination or cancellation thereof or of any reduction in the limits of coverage provided thereby. Such insurance policies shall be subject to the approval of the Mortgagee hereunder.

Unless Mortgagor and Mortgagee otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Mortgaged Premises, if damaged, if the restoration is economically feasible or Mortgagee's security is not lessened. If the restoration or repair is not economically feasible or Mortgagee's security would be lessened, the insurance proceeds shall be applied to the sums secured by the within Mortgage, whether or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Mortgaged Premises, or does not answer within 30 days a notice from Mortgagee that the insurance carrier has offered to settle a claim, then the Mortgagee May collect the insurance proceeds. Mortgagee May use the proceeds to repair or restore the Mortgaged Premises or to pay sums secured by the within Mortgage, whether or not then due. The 30-day period will begin when the notice is given.

3. To the extent not assigned by instrument recorded in said registry prior to the recording of this instrument, and as additional security hereunder, Mortgagor hereby collaterally assigns, transfers and sets over onto Lender the leases and rental agreements of the Mortgaged Premises. The Mortgagee shall have full rights of a secured party pursuant to the Uniform Commercial Code under NH RSA 382-A, et seq. By virtue hereof, the Mortgagor authorize the Lender hereof, whenever as long as any default under the Note, Mortgage, Loan Agreement and Security Agreement shall exist, to enter into and take possession of all or any part of the Mortgaged Premises, and to use, operate, manage and control the same and conduct the business thereof and complete and unfinished construction thereon and collect the rents and profits there from, as to exercise the rights of Lessor in any rental agreement or lease or tenancy at will, as the Lender shall deem best. This right to enter shall include the right to inspect the premises and/or conduct tests to determine the presence of hazardous waste, damage or waste to improvements, to conduct appraisals, or for any other purpose reasonable associated with the Mortgagee's rights in protecting its interest in the Mortgaged Premises. All profits from the Mortgaged Premises collected by the Holder shall be applied to pay the expenses of holding and operating the Mortgaged Premises, or conducting the business thereof, of completing unfinished construction thereof and to make all payments which the Holder May be required or May elect to make, if any, for taxes, assessments, insurance and other property charges upon the Mortgaged Premises or any part thereof. The remainder of such profits, if any, shall be applied to the payment of all sums of principal and interest then due to the Mortgagee on the debt secured hereby. The provisions of this paragraph are supplementary to the rights granted by law to the Holder to enter upon and take possession of the Mortgaged Premises or of any part thereof for breach of conditions of this Mortgage and to foreclose the same.

3.01 As additional security hereunder, Borrower collaterally assigns, transfers and sets over onto the Lender all judgments, awards of damage and settlements hereafter made as a result of, or in lieu of any taking of the Mortgaged Premises or any interest therein and Mortgagor hereby irrevocably authorizes and appoints Mortgagee as Mortgagor's attorney-in-fact to collect and receive such judgments, awards and settlements and to appear in any proceeding thereof, and to give receipts and acquittances therefore, and Mortgagor will reimburse the Lender for costs associated hereto, including reasonable attorney fees. The Mortgagee shall have full rights of a secured party pursuant to the Uniform Commercial Code under NH RSA 382-A, et seq.

3.02 As additional security hereunder, Mortgagor expressly grants to Lender a continuing security interest in and to all fixtures, appliances, machinery and equipment, or any kind, which are now existing, or which May hereafter become affixed or appurtenant to any portion of the Mortgaged Premises, including, but not limited to, boilers, furnaces, and other heating systems, air conditioning systems, stoves, refrigerators, electrical fixtures and wiring, plumbing fixtures and systems, and construction materials of any kind which May be situated in or about the Mortgaged Premises. The foregoing security interest shall automatically attach to all accessions, modifications and replacements to or of the above described collateral, and to all cash or non-cash proceeds from any disposition of said collateral, including insurance proceeds. The Mortgagee shall have full rights of a secured party pursuant to the Uniform Commercial Code under NH RSA 382-A, et seq.

4. That the Mortgagor will pay, before the same become delinquent or any penalty attached thereto for nonpayment, all prior mortgage payments, ground rents, insurance, taxes, assessments, water and sewer rates, and other governmental or municipal charges, fines or impositions of every nature that May now or hereafter be levied or assessed, upon the Mortgaged Premises or any part thereof, or upon the rents, issues, income or profits thereof, whether any or all of said prior mortgage payments, taxes, assessments or charges be levied directly or indirectly, or costs associated with participating in a legal proceeding that May significantly affect the Mortgagee's rights in the Mortgaged Premises, arising in connection with said Mortgaged Premises, and in default thereof, the Mortgagee May, but is not obligated to, pay the same or otherwise do and pay for whatever is necessary to protect the value of the Mortgaged Premises and Mortgagee's rights in it; and Mortgagor will thereupon submit to the Mortgagee such evidence of the due and punctual payment of such taxes, etc. as the Mortgagee May require, and which May be levied on the Note secured hereby, or on the interest thereon, excepting the Federal Income Tax imposed under the laws of the United States of America or the State of New Hampshire. And any amounts paid as a result thereof, together with interest thereon at the rate set forth in the Note secured hereby, shall be immediately due and payable by the Mortgagor to Mortgagee, and until paid shall be added and become a part of the principal debt secured hereby, and the same May be collected as a part of said principal debt in any suit hereon or upon the Note secured hereby, and upon demand of same, failure to pay shall be a default under the Note and Mortgage. The exercise of the rights to make advances or to act granted in this paragraph shall be optional with the Mortgagee and not obligatory, and the Mortgagee shall not in any case be liable to the Mortgagor for a failure to exercise any such right.

5. That the Mortgagor will keep protected and in good order, repair and condition at all times the buildings and improvements now standing or hereafter placed upon the Mortgaged Premises; and will not commit or suffer any strip or waste of the Mortgaged Premises, or any violation of any law, regulations, ordinance or contract affecting the Mortgaged Premises.

6. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Mortgaged Premises, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee.

7. That no sale of the Mortgaged Premises hereby mortgaged and no forbearance on the part of the Mortgagee, and no extension of the time for the payments of the debt hereby secured given by the Mortgagee, shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein either in whole or in part, without the written consent of the Mortgagee.

8. That no waiver of any covenant herein or of the Note secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the Note secured hereby.

9. That Mortgagor shall not without prior, written consent of Mortgagee, grant, sell, convey, transfer, lease for longer than one year, or otherwise alienate all, or any part of the Mortgaged Premises, whether by deed, bond for deed, lease, lease/purchase, contract for sale, or any other means; or permit or suffer the assumption of this Mortgage by any person. For purposes of this paragraph, any change in the interest rate, term, principal owing or method of payment of any mortgage senior to this mortgage, shall first require the written consent of the Mortgagor.

10. Mortgagor agrees to comply with and not violate any federal, state, municipal or local laws, regulations and ordinances, including any and all environmental protection laws.

11. From time to time, the Mortgagor shall, upon the request of the Mortgagee, provide it with reasonable access to the property described in Exhibit A; annexed hereto.

12. All financial statements and other statements heretofore or hereafter given by Mortgagor to the Mortgagee in respect hereof are or will be true and correct, subject to any limitation herein stated, consistent with any prior statements furnished to the Mortgagee, and prepared in accordance with generally accepted accounting practices to represent fairly the condition of the Mortgagor on the date thereof. Additionally, from time to time, and upon reasonable notice, the Mortgagor agrees to provide the Mortgagee with copies of its income tax filings and any other financial documentation requested by the Mortgagee upon demand.

13. That the note and charges secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice to the Mortgagor, and this Mortgage subject to Foreclosure upon the sale or other transfer of the Mortgagors' interest in the Mortgaged Premises, or if there shall be a default or failure of performance in any of the terms, conditions or covenants of this Mortgage not cured within ten (10) days, or of the note secured hereby, not cured within the terms thereof, or of the Statutory conditions.

AND IT IS HEREBY AGREED that if default be made in the payment of any installment due under said Note, or if default be made in the performance of any of the covenants, conditions or payments hereunder or under any other instrument given to secure the said Note, or if by order of a court of competent jurisdiction a receiver or liquidator or trustee of any of the Mortgagors for the time being of the Mortgaged Premises shall be appointed and shall not have been discharged within ten (10) days after entry thereof, or if a petition to reorganize any of such Mortgagors pursuant to the Federal Bankruptcy Act or any other similar statute applicable to such Mortgagors as now or hereafter in effect shall be filed against any of such Mortgagors and shall not be dismissed within ten (10) days after such filing, or any of such Mortgagors shall file a petition for an arrangement or to reorganize such Mortgagor pursuant to the Federal Bankruptcy Act or any other similar statute applicable to such Mortgagors, as now or hereafter in effect, or if any of such Mortgagors shall institute any proceeding for their dissolution or liquidation, or shall make an assignment for the benefit of creditors, or shall admit in writing an inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of such Mortgagor, **THEN THE FULL PRINCIPAL SUM OR ANY UNPAID BALANCE OF THE DEBT SECURED HEREBY, TOGETHER WITH INTEREST, LATE FEES, MONIES ADVANCED, COSTS OF COLLECTION AND REASONABLE ATTORNEY FEES, SHALL IMMEDIATELY BECOME DUE AND PAYABLE AT THE OPTION OF THE MORTGAGEE** or its successors or assigns and the said Mortgagee or its legal representatives or assigns MAY FORECLOSURE this mortgage in the manner required by the New Hampshire Revised Statutes Annotated, as amended from time to time, relating to the foreclosure of power of sale mortgages, May sell the premises at a public auction held on or near part of the premises to the highest bidder; and the Mortgagee or its legal representatives shall apply the proceeds in payment of such fees, costs, charges and expenses, including reasonable attorney fees, and in payment of this mortgage indebtedness, paying the balance, if any, to the Mortgagors or its legal representatives.

This mortgage is given upon the statutory conditions as well as the foregoing conditions for the breach of any of which or upon any default whatsoever thereunder, and in addition to any other right or remedy hereinabove or otherwise appearing, **the Mortgagee shall have and May exercise the STATUTORY POWER OF SALE**, reference being made hereby to the laws of the State of New Hampshire.

Further, the Mortgagee shall have the right to enter into possession of the mortgaged premises and collect the issues and profits thereof; and the Mortgagee May immediately take possession of the premises by forcible entry if necessary, without being guilty of trespassing or any other claim.

Further, in addition to any action to foreclose, the Mortgagee shall be entitled to the appointment of a receiver of the profits of the mortgaged premises, with power to collect issues and profits, due and

becoming due during the pendency of such foreclosure suit, such profits being hereby expressly assigned and pledged as additional security for the payment of indebtedness secured by this mortgage. The Mortgagor and any subsequent owners hereby waive any and all defenses to the application for receiver and hereby specifically consent to such appointment, but nothing herein contained is to be construed to deprive the Mortgagee of any other right, remedy or privilege the Mortgagee May now have under the law to have a receiver appointed. The provision for appointment of a receiver of the profits and the assignment of profits is made an express condition upon which this loan hereby secured is made.

Provided, nonetheless, that if the said Mortgagors, their successors and assigns, pay to the said Mortgagee, or its successors and assigns, the principal balance with interest, and all other costs and sums due under the Note and this Mortgage, and comply with all terms as set forth in the Mortgagors' Note of even date herewith during such time as said principal sum or any part thereof shall remain unpaid and shall pay said interest in installments and the whole sum in any event on or before the date the said Note matures, or earlier, all as provided in said Note, and until such payment shall pay all taxes, insurance premiums and assessments on the granted premises, to whomever laid or assessed, and all other costs and sums due under the Note and this Mortgage, and shall not commit nor suffer any strip or waste of the granted premises, not default in any of the Mortgagors' covenants or obligations, nor commit any breach of any covenant herein contained, then this Mortgage Deed shall be void; otherwise it shall remain in full force and virtue.

Any demand, notice or request by either party to the other shall be sufficiently given if delivered to the party intended to receive the same, or if mailed by registered or certified mail addressed to such party at the address of such party stated above, or at such other address as May be stated in a notice delivered or mailed as herein provided. In any case where any one or more of the provisions of this Mortgage are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof.

MORTGAGOR May petition the applicable Superior Court with jurisdiction hereover, to contest, defend or enjoin any foreclosure action initiated hereunder.

The word "MORTGAGEE" as used herein shall be construed as descriptive of the Mortgagee named herein and of any subsequent holder or holders hereof; the word "MORTGAGORS" as used herein shall be construed descriptive of the Mortgagors named herein and any subsequent owner or owners of the equity of redemption of the Mortgaged Premises; and all of the covenants and agreements of the Mortgagors herein contained shall be binding upon the Mortgagors and the successors and assigns of the Mortgagors.

All of the financial liabilities and other obligations of Mortgagor hereunder are joint and several.

And I/We, the within Mortgagors, release our rights of homestead and all other rights herein.

The laws of the State of New Hampshire shall govern this Mortgage. Each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

THIS IS NOT HOMESTEAD PROPERTY.

IN WITNESS WHEREOF, this 23rd day of September 2008.

MORTGAGOR: BRUCE G. JENNINGS

By: Bruce Jennings
Name: BRUCE G. JENNINGS

Witness [Signature]
COUNTY OF:

STATE OF NEW HAMPSHIRE

On this SEPTEMBER 23, 2008, personally appeared before me, BRUCE G. JENNINGS, known to me, and acknowledged the foregoing instrument as his true act and deed.

[Signature]
Notary Public
Name:
My Commission Expires: /seal/



SCHEDULE A

Two certain tracts or parcels of land, situate in Sunapee, County of Sullivan, State of New Hampshire, bounded and described as follows, to wit:

PARCEL 5:

A certain tract or parcel of land situated in Sunapee, Sullivan County, New Hampshire, bounded and described as follows:

Beginning at an iron pipe and stones located North 28° West, 100', more or less, from the downstream end of the concrete retaining wall at the northerly edge of Sugar River, below Wendell dam; thence South 80° West, 160', more or less, to a stake and stones located 30' northerly of the center-line of the old penstock foundation; thence North 65° West by a line 30' northerly of the penstock center-line, to the northerly edge of Sugar River; thence following downstream by the river edge to the land formerly of P.E. Trask and George E. Paul; thence by land of Trask and Paul, North 16° East to a pine tree standing at the top of a steep rise and land of the "grantor"; thence South 75° East, 29 and 1/2 rods, to a large rock broken in two or three parts; thence North 59° and 1/2° East to a point 100' southwest of the high water mark of Wendell Pond; thence westerly by a line 100' northerly of the shore of Wendell Pond and the north bank of Sugar River, to the point of beginning.

Said premises are conveyed subject to all rights and easements of record previously recorded.

PARCEL 6:

A certain tract or parcel of land situate in Sunapee, Sullivan County, New Hampshire, bounded and described as follows:

Beginning at a small pine tree on the line of land now or formerly of Paul E. Trask and George E. Paul, being the southwesterly corner of the tract herein conveyed and the northwesterly corner of a tract of land conveyed by Francis P. Murphy to Lake Sunapee Power Company by deed dated September 29, 1922, and recorded in the Sullivan County Registry of Deeds, Volume 209, Page 560, said pine tree being located North 16°. East thirty and one-half (30 1/2) rods from an iron pin set in the ground at the southeasterly corner of said Trask and Paul land on the northerly side of the highway leading from Sunapee Depot to Sunapee Village; thence running South 75° East twenty-nine and one-half (29 1/2) rods to a large rock broken in two or three parts; thence North 59.5° East to a point that will intersect a wire fence, the same being the easterly line of the premises herein conveyed, said two last mentioned courses being by land conveyed to said Lake Sunapee Power Company as aforesaid; thence northerly and westerly as the fence runs by land now or formerly of Victor Gregory to land now or formerly of one Colby; thence in a southerly direction by land now or formerly of one Colby and land now or formerly of one Reed to an iron

pin set in the ground near the fence at land now. or formerly of said Paul and Trask; thence easterly by land now or formerly of said Paul and Trask to an iron pin set in the ground; thence in a southerly direction by said land now or formerly of Paul and Trask to the point of beginning. .

Said premises are conveyed subject to all rights and easements of record previously recorded.

Granting to the mortgagee, their heirs, successors and or assigns a certain Fifty (50') foot wide easement which shall run from West Court Road (a public highway) in general Southwesterly direction along other land of Bruce Jennings to the Easterly side of the above described Tract II . The easement shall be used for the purposes of pedestrian and vehicular access to allow for ingress and egress from West Court road to the above described premises.

Meaning and intending to convey a portion of the premises (Parcels 5 and 6) conveyed to the mortgagor by Candice J. Jennings by deed dated August 26, 2005 and recorded at Volume 1537, Page 947 of the Sullivan County Registry of Deeds.