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ROCKINGHAM COUNTY
REGISTRY OF DEEDS

MORTGAGE

First Baptist Church of Newton, New Hampshire, an American Baptist Church, of 4 North Main Street, Newton, County of Rockingham, State of New Hampshire, ("Mortgagor"), FOR CONSIDERATION PAID, hereby grants to the **Community Bank & Trust Company**, a New Hampshire banking institution of 76 Main Street, P.O. Box 1648, Plaistow, Rockingham County, New Hampshire, ("Mortgagee"), WITH MORTGAGE COVENANTS, to secure the payment of **One Hundred Ten Thousand and 00/100 Dollars (\$110,000.00)**, with interest thereon, as provided in Mortgagor's Promissory Note of even date ("Note"), to secure the performance of all covenants and agreements herein, and in said Note, the land situated in **Newton**, County of Rockingham, State of New Hampshire, described in Exhibit "A" attached hereto, together with any and all improvements now or hereafter situated thereon.

The loan shall be further secured by a first lien on all current and future leases, rents, issues, and profits and tax abatements relating to the premises.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Mortgagor to Mortgagee, or any one or more of them, as well as all claims by Mortgagee against Mortgagor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Mortgagor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Said land, improvements, equipment, appliances, furnishings, and fixtures are hereinafter referred to as the "Premises".

1. The Mortgagor for itself and its successors and assigns covenants and agrees as follows:
 - a. Mortgagor is the lawful owner of the Premises, seized and possessed thereof in his own right; he has full power and lawful authority to grant

and convey the same in the manner aforesaid; said Premises are free and clear from all and every encumbrance whatsoever, except as set forth in the title insurance policy delivered to Mortgagee, and that he, or his successors and assigns shall and will, 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 whomsoever.

- b. The indebtedness will be paid at the time and in the manner as in said Note.
- c. All of the conditions and terms of the Instruments will be performed.
- d. Mortgagor will pay all ground rents, taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, arising in connection with said premises for which provisions have not been made by payment as hereinabove provided, and in default thereof the Mortgagee may but is not obligated to pay the same.
- e. Mortgagor will keep the Premises above conveyed in good order and condition and will not commit or permit any waste thereof, reasonable wear and tear excepted and Mortgagee shall have the right to enter upon the Premises at reasonable times to inspect same.
- f. Mortgagor will keep any structures and improvements now existing or hereafter erected insured against loss by fire or other hazards, casualties and contingencies, as may be required by the Mortgagee, in an amount at least equal to the sum of prior mortgages and the indebtedness secured hereby or the insurable value of the Premises, which ever is less and all such insurance shall be carried in such companies and be for such periods as may be required by the Mortgagee. Such policies shall be endorsed with standard Mortgage clause, with loss payable to the Mortgagee, and certificates thereof delivered to Mortgagee and shall provide that said policies may not be cancelled or substantially modified without ten (10) days' prior written notice to Mortgagee. Additionally, the Mortgagor will obtain general liability insurance and workers compensation insurance if necessary covering all persons supplying labor or services to the Mortgagor. Said insurance shall be satisfactory to the Mortgagee.
- g. If the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which the insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to prior mortgage holders, then to the Mortgagee, and at its option, may be applied to the indebtedness or released for the repairing or rebuilding of the Premises. Mortgagee agrees to release the proceeds of insurance for repair of the Premises, if (i)

holders of prior mortgages release said proceeds for repair; and (ii) the amount of said proceeds are sufficient for such necessary repairs or if not sufficient, Mortgagor establishes to Mortgagee's reasonable satisfaction that it has sufficient other sources of funds to complete such repairs and Mortgagor contributes said deficiency for such repairs.

- h. If any payment provided for in the Note, the Instruments or this Mortgage for taxes, insurance premiums, repair of the Premises or the like is not made by Mortgagor, then Mortgagee may (but shall not be obligated to) pay the same, and all sums so advanced shall be paid by Mortgagor on demand and shall be secured hereby, and if not paid on demand, shall bear interest at the same rate as provided in the Instruments hereby secured from the date of such demand.
- i. In the event that the said Premises or any part thereof shall be taken or condemned for public or quasi public purposes by the proper authorities, the Mortgagor shall have no claim against the award for damages, or be entitled to any portion of the award until the obligations of the Note and Instruments shall be paid, and all rights to damages of the Mortgagor are hereby assigned to the Mortgagee to the extent of any indebtedness that remains unpaid, the Mortgagor, however, having the right to appeal said award to the courts of competent jurisdiction.
- j. Except for utility easements and/or a lease to an operating entity, Mortgagor shall not convey or permit transfer of the Premises mortgaged hereby, or any interest therein (legal or equitable), without the prior written consent of the Mortgagee.
- k. Mortgagor agrees to comply with all federal, state, municipal and local laws, regulations and ordinances, including any and all environmental protection laws applicable to the Premises.
- l. From time to time, the Mortgagor shall, upon the request of Mortgagee, provide it with reasonable access to all records maintained by Mortgagor relating to the ownership, maintenance, and/or operation of the Premises.

2. As additional security hereunder, Mortgagor does hereby assign, transfer and set over to Mortgagee the entirety of the Mortgagor's rights, title and interest in and to any and all leases, whether heretofore executed or hereafter executed related to the Premises ("Leases"). So long as there shall exist no event of default hereunder, Mortgagor shall have the right to collect all rents, revenues and profits from said Leases and to retain, use and enjoy the same.

3. All sums owing by the Mortgagor to the Mortgagee secured hereby shall, at the option of the Mortgagee, become immediately due and payable upon the following Events of Default:

- a. If any payment due hereunder, or under any of the Instruments is not paid when due, which is not cured within ten (10) days after notice.
 - b. Failure of Mortgagor to perform any obligations hereunder or under any of the other Instruments, which is not cured within ten (10) days.
 - c. If Mortgagor institutes any insolvency, bankruptcy or reorganization proceeding under state or federal law or if there is commenced against Mortgagor any such proceeding not dismissed within sixty (60) days.
 - d. Breach of any statutory condition not specifically recited herein not cured within ten (10) days.
 - e. If there shall exist any default under any of the Prior Mortgages, which default is not cured in accordance with the provisions thereof.
 - f. If Mortgagor conveys the property or any portion thereof without the written consent of the Bank.
4. In any Event of Default, Mortgagee shall have the following rights and remedies:
- a. The Mortgagee shall have the right to enter into possession of the Premises and to manage, lease and operate the same on such terms and for such period as Mortgagee deems proper, and to collect the issues and profits thereof and of the Leases. Mortgagor hereby appoints Mortgagee as its attorney-in-fact to so act, such power to be irrevocable until discharge of the obligations of the Mortgagor hereunder and under the Note and Instruments.
 - b. In addition to any action to foreclose, the Mortgagee shall be entitled to the appointment of a receiver of the profits of the Premises as a matter of right and without notice, with power to collect issues and profits of said Premises, 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, without regard to the value of the Premises or the solvency of any person or persons liable for the payment of the mortgaged indebtedness. The Mortgagor and any subsequent owner hereby waive any and all defenses to the application for a receiver as above and hereby specifically consents to such appointment without notice.
 - c. Mortgagee or its successors or assigns shall have the **Statutory Power of Sale upon the statutory conditions** and, upon compliance with the requirements of the New Hampshire laws respecting a Power of Sale mortgage foreclosure of real estate, may sell the Premises, or any part thereof at public auction at some place in the city or town where the land is situated or at the principal office of Mortgagee or any other location at

Mortgagee's election, in one or more lots, at one or several sales, to the highest bidder, and the Mortgagor hereby appoints the Mortgagee, as Mortgagor's agent, the attorney-in-fact to sell and convey the property so sold to the purchaser by indefeasible title, discharged of all rights of redemption by the Mortgagor or its successors and assigns, or any other person claiming under them.

- i. The Mortgagee shall apply the proceeds of said sale or sales in payment first to all costs and expenses incurred by it in the sale, including reasonably attorney's fees, then to any liens of record senior to this Mortgage, then to the said Mortgage debt, then to any liens of record junior to this Mortgage, and shall thereupon pay over the balance, if any, to the Mortgagor or Mortgagor's legal representative, and the Mortgagor does hereby for itself and for its successors and assigns, covenant with said Mortgagee, and its successors and assigns, that in case of sale or sales shall be made under the foregoing power, they and each of them will upon request execute, acknowledge and deliver to the purchasers a deed or deeds of release confirming such sale.
 - ii. It is agreed that said Mortgagee, its successors and assigns, or any person in their behalf, may purchase at any sale or sales made as aforesaid.
- d. Mortgagee shall have all other rights and remedies available to it at law or in equity.

5. The Note may also be secured by other security and the Mortgagee shall have the absolute right, in its sole discretion, except as expressly qualified by any of the Instruments, to determine which rights, security liens or remedies it shall at any time pursue or take any action with respect thereto, without in any way modifying or affecting any rights thereunder or hereunder.

6. THAT THE PARTIES AGREE THAT ANY LITIGATION WITH REGARD TO THIS LOAN SHALL BE CONDUCTED IN THE FEDERAL OR STATE COURTS OF THE STATE OF NEW HAMPSHIRE AND BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL.

This shall take effect as a sealed instrument.

Executed this 24th day of September, 2007.

Martha E. Brown
Witness to All

First Baptist Church of Newton, New Hampshire

By: Gordon A. Cheney
Gordon A. Cheney
Treasurer and Moderator
Duly Authorized

By: Hugh Raeburn Cameron
Hugh Raeburn Cameron
Pastor
Duly Authorized

By: Robert Adams
Robert Adams
Clerk
Duly Authorized

By: Christa Kelleher
Christa Kelleher
Chairman of the Board of Deacons
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

This instrument was acknowledged before me on the 24th day of September, 2007, by Gordon A. Cheney, as duly authorized Treasurer and Moderator, Hugh Raeburn Cameron, as duly authorized Pastor, Robert Adams, as duly authorized Clerk, and Christa Kelleher, as duly authorized Chairman of the Board of Deacons of the First Baptist Church of Newton, New Hampshire.

Martha E. Brown
Notary Public/Justice of the Peace
Name: MARTHA E BROWN
Commission Expires: 3/24/09

EXHIBIT A

A certain parcel of land, with the buildings thereon, situate in Newton, County of Rockingham, State of New Hampshire, more particularly shown as Lot 14 on a plan of land entitled, "Lot Line Adjustment in Newton, N.H., as Drawn for Michael K. Toomey, 8 North Main Street, Newton, N.H. 03858", drawn by Paul F. Nichols PE, LS, 9 Acorn Drive, Kingston, NH 03848, date: August 19, 1996, Scale 1" = 50', recorded in the Rockingham County Registry of Deeds as Plan D-25337, to which plan reference can be made for a more particular description.