

FROM : KFMILLER

FAX NO. :

Nov. 01 2010 04:38PM P5

#5 Tanguay 1-1

PROMISSORY NOTE
COMMERCIAL CONSTRUCTION LOAN

\$285,000.00

Meredith, New Hampshire
January 12, 2007

FOR VALUE RECEIVED, the undersigned, TANGUAY HOMES, LLC, A NEW HAMPSHIRE LIMITED LIABILITY COMPANY, DBA ABBOTT VILLAGE, and having a mailing address of [REDACTED] (hereinafter "Maker"), promises to pay to GREATLAND PROJECT DEVELOPMENT, INC., a New Hampshire corporation, having a mailing address of [REDACTED] (hereinafter "Holder") or order, the sum of Two Hundred Eighty Five Thousand Dollars (\$285,000.00) together with interest during the term of this Note at a fixed rate of Thirteen Percent (13%) interest per annum.

Absent demand, the term of this Note is Eighteen (18) Months from the date of the Note. Until maturity, the Maker shall pay interest only in Eighteen (18) consecutive monthly payments of \$3,087.50 each. The first monthly payment is due March 1, 2007 and the final payment plus all principal, accrued interest and charges is due August 1, 2008. All payments made under the Note shall be applied first to charges and/or fees, if any, then to accrued interest at the rate stated above, then to principal.

In addition, Holder may impose upon the Borrower a delinquency charge at the rate of Ten percent (10%) on each installment of principal and/or interest not paid on or before ten (10) calendar days after such installment is due.

MAKER'S PAYMENTS BEFORE THEY ARE DUE- The Maker has the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment". When Maker makes a prepayment, Maker will tell the Holder in a letter that Maker is doing so. A prepayment of all of the unpaid principal is known as a "full prepayment". A prepayment of only part of the unpaid principal is known as a "partial prepayment".

The Maker may make a full prepayment or partial prepayments. The Holder will use all of my prepayments to reduce the amount of principal that the Maker owes under this Note. If the Maker makes a partial prepayment, there will be no delays in the due dates or changes in the amounts of my monthly payments unless the Holder agrees in writing to

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those delays or changes. The Maker may make a full prepayment at any time. If the Maker chooses to make a partial prepayment, the Holder may require the Maker to make the prepayment on the same day that one of the monthly payments is due. The Holder may also require that the amount of the partial prepayment be equal to the amount of principal that would have been part of the next one or more monthly payments. Any prepayments made shall not be subject to any prepayment charge.

All parties, whether makers, endorsers, guarantors or otherwise hereby waive demand, notice and protest and assent to an extension or postponement of the time of payment or other indulgence.

Upon default of the payment of interest and principal due under this note, or the occurrence of any event of default under a certain Mortgage and Loan Documents of near or even date from Maker to Holder, if said payment is not made or default cured within ten (10) days of the due date, or upon default in the performance of any of the terms and conditions of this Note, if such default is not cured within thirty (30) days of written notice, the entire unpaid balance of principal and interest shall, at the option of the Holder, become due and payable at once without demand or notice.

No act of delay or omission or commission of Holder, including specifically any failure to exercise any right, remedy or recourse, shall be deemed a waiver or release of same, such waiver or release to be effective only if set forth in a written document executed by Holder and then only to the extent specifically recited therein. A waiver or release with reference to one event shall not be construed as continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to any subsequent event.

The acceptance by the Holder hereof of any payment after any default hereunder shall not operate to extend the time of payment of any amount then remaining unpaid hereunder or constitute a waiver of any rights of the Holder hereof under this Note.

All of the rights and remedies of the Holder hereof, whether evidenced hereby or by any other agreement, instrument, or paper, shall be cumulative and may be exercised singularly or concurrently, and the Holder shall have no duty as to the collection or protection of any collateral held by it or the income thereon, nor as to the preservation of any rights pertaining thereto.

This Note is fully negotiable and upon negotiation shall be enforceable by the Holder in accordance with its terms.



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FROM : KFMILLER

FAX NO. :

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This Note shall be governed exclusively by the laws of the State of New Hampshire. Maker hereby agrees that any action hereon or related hereto may be maintained in a Court of competent jurisdiction located in that state, and consent to the jurisdiction of any such Court for all purposes connected herewith.

In the event of a default on this Note, the Holder thereof shall be entitled in addition to all other amounts due the costs of collection, including reasonable attorneys' fees, and any other expense necessary to protect the interest of the Holder of this Note and any real estate securing this note, and such amounts shall be payable according to the terms of this Note.

Any notice required to be given under this Note shall be given in writing and sent by certified mail postage prepaid, to the last known address of the party to receive the notice or at such other address as may be agreed upon between the parties in writing.

This Promissory Note may be amended, extended or modified only by a writing signed by Holder and Maker. This Promissory Note is secured by a first mortgage of near or even date on a parcel of property located at Unit 1-1, Camelia Avenue, Concord, County of Merrimack, New Hampshire 03301.

WITNESS my hand and seal, this 12th day of January 2007.

[Signature]
Witness

[Redacted Signature]
Yves Tanguay, in his capacity as Managing Member, duly authorized of Tanguay Homes, LLC, a New Hampshire limited liability company, DBA Abbott Village

7/23

Return to:
Lays Office of Gould & Burke, PLLC
P.O. Box 666
Manchester, New Hampshire 03253

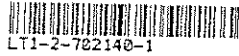
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Book : 3048 Pages : 0239 - 0249
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Book 3048 Page 239

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COPY



LT1-2-702140-1



LT2-3048-239-11

MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT

THIS MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT, is dated this 12th day of January 2007, TANGUAY HOMES, LLC, A NEW HAMPSHIRE LIMITED LIABILITY COMPANY, DBA ABBOTT VILLAGE, with a mailing address of [REDACTED] (referred to herein as the "Mortgagor" and/or "Borrower"), for consideration paid, grants to GREATLAND PROJECT DEVELOPMENT, INC., a New Hampshire corporation, having a mailing address of [REDACTED] (referred to herein as the "Lender" and or "Mortgagee"), with MORTGAGE COVENANTS, to secure:

PRELIMINARY STATEMENT

Borrower has borrowed from Lender Two Hundred Eighty Five Thousand Dollars (\$285,000.00) (the "Loan"), and is delivering to Lender a Promissory Note dated the date hereof, in the original principal amount of Two Hundred Eighty Five Thousand Dollars (\$285,000.00) bearing interest at the rate set forth therein, payable to Lender or order. The Promissory Note, together with any and all extensions, renewals, substitutions, modifications or replacements thereof, is hereinafter called the "Note". Borrower has also executed and delivered to LENDER certain other documents and instruments relating to the Loan including but not limited to a Loan Agreement and a Collateral Assignment of Rents and Leases (collectively, all of such documents, instruments and agreements being herein referred to as the "Loan Documents"). This Mortgage secures the Note and the Loan Documents.

ARTICLE I
Granting Clause

In order to secure the payment of the Note and the performance of this Mortgage, the Note and the Loan Documents, Borrower hereby GRANTS, with MORTGAGE COVENANTS, to Lender and its successors and assigns, all of Borrower's interest in the following described property:

- (a) Certain tract or parcel of land, with buildings and improvements, whether now existing or hereafter constructed or located thereon (the "Improvements"), located at 1 Camelia Avenue, Unit 1-1, Concord, County of Merrimack, New Hampshire 03301, (hereinafter sometimes referred to as the "Land"), which properties are more particularly described in Exhibit A attached hereto (the Land and the Improvements, together with any of the property described in the following clauses of the Granting Clause constituting real property, collectively, the "Property or "Mortgage Property"). The term "Premises" or "Mortgaged Premises" is defined as "Property" or "Mortgaged Property";
- (b) All easements, covenants, agreements and rights that are appurtenant to or benefit the Property;

- (c) All fixtures, machinery and all other tangible personal property intended for use in the building and other *Improvements on the Property* whether now or hereafter owned by the Borrower and now affixed or to be affixed or now or hereafter located upon the Property including without limitation all furnaces, ranges, heaters, plumbing goods, gas and electric fixtures, screens, screen doors, shades, storm doors and windows, awnings, oil burners and tanks and other equipment, ventilating and air conditioning apparatus and equipment, alarm systems, sprinkler and fire extinguishing systems and other fixtures attached to the Property;
- (d) All rents, profits, proceeds and products of and from the Property and all Leases (as defined below) of the Property or portions thereof, now or hereafter existing, as the same may be extended or renewed, all guarantees and security relating thereto and the right upon default to collect and receive all rents, income, and other sums payable or receivable there under as rent or otherwise, such as rent, additional rent, damages, insurance payments, Real Property taxes, insurance proceeds, condemnation awards, and payments with respect to options contained herein, and the right to bring proceedings for the enforcement of any Lease and to do anything which any Lessor is or may become entitled to do there under, but this Mortgage shall not impair any obligation of Borrower under any Lease nor shall such obligation be imposed upon Lender;
- (e) All contracts and agreements, licenses, permits and approvals, and warranties and representations, relating to the use, operation, management, construction, repair or service of the Mortgaged Property;
- (f) All funds held by Lender as Real Property tax or insurance escrow payments;
- (g) All insurance proceeds relating to all or any portion of the foregoing collateral described in (a) through (f) above, all proceeds received from the sale, exchange, collection or other disposition of any of the foregoing collateral described in (a) through (f) above, and all awards, damages, proceeds and refunds from any state, local, federal or other taking of, and all municipal tax abatements relating to, all or any portion of the collateral described in clauses (a) through (f) above.
- (h) The payment of such costs or expenses as the Mortgagee may incur in the collection, or in protection, preservation, repossession or foreclosure upon the Mortgaged Premises upon default of any of the Loan Documents, including but not limited to attorney fees, appraiser fees, auctioneer fees, publication and advertising cost incurred whether of not such fees and costs, when added to the then outstanding balance due under the Loan Documents, equals a sum greater than the amount set forth above.

Borrower hereby grants to Lender a first security interest in all the fixtures, equipment, general intangibles and personal Property described in clauses (a) through (g) above (collectively, the "Mortgage Property"), and agrees that Lender shall have with respect thereto (in addition to its other rights and remedies), all rights and remedies of a secured party under the UCC. This instrument is intended to take effect as a security agreement under the UCC and is to be filed in the real estate records in lieu of a financing statement as a fixture filing pursuant to the UCC.

TO HAVE AND TO HOLD the Mortgaged Property, now owned or hereafter acquired, unto Lender, its successors and assigns, subject to the provisions of this Mortgage.

This Mortgage is upon the STATUTORY CONDITIONS and upon the further condition, that all covenants and agreements on the part of the Mortgagor herein contained or herein referred to shall be fully kept and performed, for any breach of which the Mortgagee shall have the STATUTORY POWER OF SALE. In addition to these statutory powers, the Mortgagee shall have all of the powers, rights, remedies and privileges set forth in this Mortgage or any other Loan Document.

ARTICLE 2

Representations, Warranties and Covenants of Borrower

In addition to the Mortgage COVENANTS, the Mortgagor further represents, warrants, covenants and agrees with the Mortgagee, its successors and assigns, as follows:

Section 2.1. Title. The Mortgagor, for itself and its successors and assigns, does hereby covenant, grant and agree to and with the Mortgagee and its successors and assigns, that until the delivery hereof it is the lawful owner of the Premises seized and possessed thereof in its own right in fee simple, has full power and lawful authority to grant and convey the same in manner aforesaid, that the Premises are free and clear from any encumbrance whatsoever, except as otherwise recited in Exhibit A, that they and their successors shall warrant and defend the same to the Mortgagee and its successors and assigns against the lawful claims and demands of any person or persons whatsoever and that it will not cause or permit any lien to arise against the Premises which is superior to the lien of this Mortgage.

Section 2.2. Condition of Property. The Property is, and shall remain, in good repair, well maintained and in good working order. Borrower will make all necessary repairs, replacements, additions and Improvements that may be required to keep the Property in good repair and Borrower will occupy the Property or use its best efforts to cause the Property to be occupied at all times. Borrower shall not cause or permit to be suffered any waste, destruction or loss to the Property or any part thereof.

Section 2.3. After-Acquired Property. The interest of Borrower in all extensions, improvements, alterations and replacements of, and all additions and appurtenances to, the Mortgaged Property, hereafter acquired by Borrower, without any further grant by Borrower, shall immediately become part of the Mortgaged Property and be subject to this lien with the same effect as though now owned by Borrower and specifically described in the Granting Clause, (excepting purchase money security interests).

Section 2.4. Insurance. The Borrower shall have and maintain at all times insurance as set forth in the Loan Agreement.

If the Mortgaged Premises is acquired by the Lender, all right, title and interest of the Borrower in and to any insurance policies and in and to any proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to the Lender to the extent of the sums secured by the Mortgage immediately prior to such sale or acquisition.

Section 2.5. Liens, Taxes and Other Payments. Borrower will cause to be done everything necessary to preserve the lien hereof without expense to Lender, including paying and discharging all claims and demands of mechanics, laborers, material men and others which, if unpaid, might create a lien on the Mortgaged Property, and paying when due all real and personal Property taxes, assessments, charges, franchises, income, unemployment, old age benefits, withholding, sales, and other taxes assessed against the Mortgaged Property or Borrower, and all insurance premiums related to the Mortgaged Property. Upon the request of Lender, Borrower shall deliver to Lender evidence of the payment by Borrower of all such items.

Section 2.6. Condemnation and Casualty.

- (a) Borrower irrevocably assigns to Lender all awards, compensation or payments to which Borrower may become entitled by reason of its interest in the Mortgaged Property if title to the Property or any part thereof is taken in any eminent domain proceeding or other proceeding instituted by any person having the power of eminent domain. Borrower shall promptly give Lender notice of any proposed taking of all or any portion of the Property, Borrower shall cooperate with Lender in the negotiation of any proceeding and the

amount of any awards, compensation or payments and shall take any action relating thereto requested by Lender. Borrower will permit Lender, at Lender's option, to reasonably conduct the adjustment of each such award, compensation or payment without the participation of Borrower. Borrower appoints Lender as Borrower's attorney-in-fact to obtain, adjust and settle, each such claim for award, compensation or payment and to endorse in favor of Lender all drafts and other instruments with respect thereto. This appointment, coupled with an interest, is irrevocable until this Mortgage is terminated by written instrument executed by an authorized officer of Lender.

- (b) If title to all or any portion of the Property is taken in any eminent domain or other proceeding, the Net Proceeds attributable to the Property shall be paid to Lender. In its sole discretion, Lender may elect to: (i) apply the Net Proceeds upon the indebtedness then matured or unmatured (ii) use the Net Proceeds to fulfill any of the covenants contained herein as the Mortgagee may determine; (iii) use the Net Proceeds to replace or restore the Property to a condition satisfactory to the Mortgagee; or (iv) release the Net Proceeds to the Mortgagor; (d) Under no circumstances shall Lender become obligated to take any action to restore the Mortgaged Property or any portion thereof. Lender shall not be obligated to see to the proper application of any funds held and released for reconstruction or restoration.

Section 2.7. Assignment of Leases.

- (a) As further and additional security for the performance of the terms and conditions of this Mortgage, Borrower hereby assigns, transfers and sets over to Lender all leases, subleases, licenses, tenancies and occupancies of the Property, or portions thereof, whether pursuant to a written or oral agreement, now or hereafter existing, as the same may be extended or renewed (collectively, "Leases"), and all rents, royalties, issues, profits, revenues, income and other benefits to which Borrower may now or hereafter be entitled to from the Mortgaged Property (collectively, the "Rents").
- (b) Borrower shall comply with the provisions of the Assignment of Leases relating to the execution and modification of Leases and the collection and disbursement of Rents.

Section 2.8. Compliance with Laws and Contracts:

- (a) Borrower will comply with or cause to be complied with all (i) laws, statutes, ordinances, regulations, orders, rules, decrees and similar requirements of federal, state, municipal and any other governmental authorities which are applicable to Borrower or to the Mortgaged Property.
- (b) Borrower covenants and warrants that it will comply with and conform to, and will require any and all lessees and other users and occupants of the Property.

Section 2.9 Hazardous Substances

For the purposes of this paragraph, the terms "hazardous waste", "hazardous substance", "disposal", "release", and "threatened release" shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 (ASARA@), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., Title X of the New Hampshire Revised Statutes Annotated, or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. These terms shall include, without limitation, whether or not included in such definitions as may appear in any such statutes, rules or regulations, any and all petroleum products and derivatives therefrom, asbestos, regardless of whether or not encapsulated and whether or not friable, and any other chemicals that may now or hereafter be judged to constitute a danger to the environment or human beings (the "Environmental Laws").

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

- a. Warranties and Representations of the Mortgagor(s). The Mortgagor(s) hereby warrant(s) and represent(s) that (a) the Mortgagor(s) has/have never released, generated, or disposed of any Hazardous Materials on the Mortgaged Property, (b) the Mortgagor(s) is/are not aware of the existence, generation, release or threat of release of any Hazardous Materials on the Mortgaged Property or on any properties adjacent to the Mortgaged Property, and (c) the Mortgagor (s) has/have not received any notice, order, claim or demand from any governmental authority or any other person or source with respect to the existence, generation, release or threat of release of any Hazardous Materials relating to the Mortgaged Property or to any adjacent Property.
- b. Covenants of the Mortgagor(s). The Mortgagor(s) shall not release, generate, or dispose of any Hazardous Material on the Mortgaged Property or on any properties adjacent to the Mortgaged Property. In the event that any Hazardous Materials are found on the Mortgaged Property, the Mortgagor(s) shall immediately notify the Mortgagee or the same and, in addition to giving this notice, immediately contain and remove the materials in compliance with all applicable State and Federal Hazardous Waste laws.
- c. Duty of the Mortgagor(s) to Indemnify and Hold the Mortgagee Harmless. The Mortgagor(s) agree(s) to indemnify and hold the Mortgagee harmless from and against any and all claims, liabilities, costs and expenses incurred by the Mortgagee, including attorney fees and costs of litigation arising from the release, existence or removal of, any Hazardous Materials on the Mortgaged Property or adjacent Property. This indemnification shall survive both repayment of any debt that this Mortgage may secure and cancellation or discharge of this Mortgage. The duties of the Mortgagor(s) under this subparagraph shall be enforceable whether the Hazardous Materials are now present on the Mortgaged Property or shall be found upon or under the Property at some later time.
- d. Mortgagee's Right to Undertake an Environmental Site Assessment. The Mortgagee, at its election and in its sole discretion, and without notice, may at any time and from time to time, if it has reason to suspect that Hazardous Materials might be located on the Mortgaged Property, whether or not a default shall exist under this or any other Loan document, cause one or more environmental site assessments of the Mortgaged Property to be undertaken. Environmental site assessments may include a detailed visual inspection of the Mortgaged Property, including, without limitation, all storage areas, storage tanks, drains, dry wells, and leaching areas, as well as the taking of soil samples, surface water samples, and ground water samples, and such other investigation or analysis as the Mortgagee may consider necessary or appropriate for a complete assessment of the compliance of the Mortgaged Property, and the use and operation thereof, with all State and Federal Hazardous Waste laws.

- e. Mortgagee's Right to Cure any Failure to Comply with Hazardous Waste Law. The Mortgagee, at its election and in its sole discretion and without notice may (but under no circumstances shall be obligated to) cure any failure on the part of the Mortgagor(s) or any occupant of the Mortgaged Property in order to comply with any State or Federal Hazardous Waste law, including, without limitation, the following: (a) Arrange for the cleanup or containment of Hazardous Materials found in, on or near the Mortgaged Property and pay for any such cleanup and containment costs and costs associated therewith; (b) Pay on behalf of the Mortgagor(s) or any occupant of the Mortgaged Property, any fines or penalties imposed on the Mortgagor (s) or any occupant by any Federal, State or Local governmental agency or authority in connection with such Hazardous Materials; (c) Make any other payment or perform any other act which may prevent a release of Hazardous Materials, facilitate the cleanup thereof, and/or prevent a lien from attaching to the Mortgaged Property. Any partial exercise by the Mortgagee of the remedies set forth in this paragraph, or any partial undertaking on the part of the Mortgagee to cure the failure of the Mortgagor(s) or any occupant of the Mortgaged Property to comply with the Hazardous Waste laws, shall not obligate the Mortgagee to complete the actions taken or require the Mortgagee to expend further sums to cure any Mortgagor's or any such occupant's noncompliance. Neither shall exercise of any such remedies operate to place upon the Mortgagee any responsibility for the operation, control, care management or repair of the Mortgaged Property, or make the Mortgagee the "owner" or "operator" of the Mortgaged Property or a "responsible party" within the meaning of any State or Federal Hazardous Waste Law. Any amounts paid or costs incurred by the Mortgagee as a result of any of the foregoing, together with interest thereon from the date of payment at the highest rate set forth in any debt instrument as may be among the Loan documents, shall be immediately due and payable by the Mortgagor(s) to the Mortgagee, and until paid shall be added to and become a part of the obligations secured hereby, and the same may be collected as part of said obligations in any suit brought upon any of the Loan documents. The Mortgagee, by making any such payment or incurring any such costs, shall be subrogated to any rights of the Mortgagor(s) or any occupant of the Mortgaged Property to seek reimbursement from any third parties, including, without limitation a predecessor-in-interest of the Mortgagor(s) or a predecessor to the occupant's use of the Mortgaged Property, who may be a "responsible Party" under any applicable Hazardous Waste law.
- f. Survival of this Paragraph. The Mortgagor(s) expressly understand(s) and agree(s) that this paragraph entitled "Hazardous Substances" shall survive the payment of any debt secured by this Mortgage, and the satisfaction and re-conveyance or assignment of the lien of this Mortgage, and shall not be affected by the Mortgagee's acquisition of any interest in the Mortgaged Property, whether by foreclosure or otherwise. The failure of the Mortgagor(s) to perform any obligation or duty under this paragraph entitled "Hazardous Substances", or the Mortgagee's discovery that any warranty, covenant or representation contained herein is, was or has become untrue, shall by itself be an event of default and shall by itself result in any remedy, including foreclosure, that the Mortgagee may choose to exercise.

Section 2.10. Sale or Other Transfer. Borrower will not directly or indirectly, voluntarily or involuntarily, convey, transfer, assign or otherwise dispose of any interest in the Mortgaged Property. If all or any part of the Mortgaged Property or any interest therein is sold or transferred by the Borrower without the Mortgagee's prior written consent the Mortgagee may at its option declare all sums secured by this Mortgage to be immediately due and payable

Section 2.11. Performance of Note, Mortgage and Other Documents. Borrower will perform, observe and comply with all provisions of the Note, this Mortgage, the Loan Documents, and every other document or instrument securing, evidencing or executed in connection with the

Loan (collectively, the "Loan Documents"), and will promptly pay principal, interest and all other sums which become due in connection with the Loan Documents in accordance with their terms.

Section 2.12. Further Assurances. Borrower will, at its expense, cause to be done, executed, acknowledged and delivered such further acts, instruments and assurances as may be required by Lender for the better granting of the Mortgaged Property hereby granted or intended to be granted, or which Borrower may become bound to grant to Lender, or for carrying out the intentions of this Mortgage.

ARTICLE 3

Events of Default and Remedies

Section 3.1. Events of Default. If any one or more Events of Default shall occur under the Note or the Loan Documents, then at any time following the occurrence of such Event(s) of Default:

- a. At the option of Lender and without the requirement of notice to Borrower unless specifically required elsewhere, the entire unpaid principal amount of the Note, accrued but unpaid interest thereon and all other amounts owing pursuant to the Loan Documents shall become due and payable immediately.
- b. Lender personally, or by its agents or attorneys, may enter the Property, take possession thereof and exclude Borrower, its agents and servants there from; and may use, lease, operate, manage, and control the Mortgaged Property and conduct the business of Borrower, may maintain and restore the Mortgaged Property, may insure and reinsure the same and may make all necessary or proper repairs, replacements and any useful additions and improvements thereto, all as Lender may deem advisable. Whether or not Lender shall have entered or taken possession of the Property, Lender shall be entitled to collect and receive all rents, profits and other income of the Mortgaged Property. Borrower shall pay to Lender the expenses of conducting the business of the Property and of all maintenance, replacements, additions and Improvements and taxes, assessments, insurance and prior or other charges upon the Mortgaged Property, as well as reasonable compensation for the services of attorneys (including compensation and expenses in connection with any appeal), servants and agents engaged and employed by Lender, and all such amounts shall be secured by this Mortgage.
- c. Lender may, with or without entry or taking possession, personally or by its agents or attorneys, sell all or any of the Mortgaged Property, as an entirety or in parcels, and all interest therein, including any right of redemption, at one or more private or public sales and at such times and places and upon such terms as Lender may specify in the notice of sale to be given to Borrower or as may be required by law. Lender may conduct any number of such sales from time to time. The power of sale shall not be exhausted by any one or more such sales, but shall continue unimpaired until all of the Mortgaged Property shall have been sold or the Note and all indebtedness of Borrower secured hereby paid. Lender shall also have the STATUTORY POWER OF SALE.
- d. Lender may take all steps it deems necessary to protect and enforce its rights and remedies provided hereby or by applicable law, whether by action or proceeding in equity or at law (for complete or partial foreclosure of this Mortgage or for the specific performance of any provision of the Note or this Mortgage or in aid of the performance of any power herein granted or for the enforcement of any other appropriate legal or equitable remedy).
- e. Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code as now in effect in the State of New Hampshire and such further remedies as may from time to time hereafter be provided in New Hampshire for a secured party.

Section 3.2. Application of Proceeds. The proceeds of any sale made by virtue of this Article, and any other sums that may be held by Lender as part of the Mortgaged Property, shall be applied pursuant to the terms of the Note.

Section 3.3. Purchase by Lender. Upon any sale made under this Article (whether under any power of sale herein granted or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale), Lender may bid for and acquire the Mortgaged Property or any part thereof and pay the purchase price by crediting the indebtedness of Borrower hereby secured with the Net Proceeds of sale after deduction of all costs, expenses and other charges to be paid from the sale proceeds as provided for in this Mortgage (the "Sale Net Proceeds"). The person making the sale shall accept the settlement without requiring production of the Note, and the indebtedness secured by this Mortgage shall be deemed credited with the Sale Net Proceeds. Lender, upon acquiring the Mortgaged Property or any part thereof, shall be entitled to hold, deal with and sell the same in any manner permitted by law.

Section 3.4. Remedies Cumulative. No remedy herein shall be exclusive of any other remedy, and each remedy shall be cumulative and in addition to every other remedy given hereunder or existing at law or in equity, every power and remedy given by this Mortgage to Lender may be exercised from time to time and as often as may be deemed necessary by Lender. Lender's delay or failure to exercise any of its rights or powers contained herein or in the Note, upon any Event of Default, shall not impair such rights or powers or be construed as a waiver of such Event of Default or an acquiescence therein.

Section 3.5. Waiver of Rights. Borrower waives all right to have the Mortgaged Property marshaled upon any sale hereunder or foreclosure hereof. Borrower waives notice of non-payment, demand, presentment, protest and all forms of demand and notice with respect to its obligations under the Note and this Mortgage and with respect to the Mortgaged Property.

Section 3.6. Performance by Lender. If Borrower shall not cause to be performed any obligation contained in the Loan Documents as and when such performance is required, taking into account any applicable grace or opportunity to cure period (except in the case of an emergency where action is required to protect or preserve the Mortgaged Property, when no grace or opportunity to cure period will apply), Lender may perform and make advances to perform said obligations. All sums so advanced shall be added to the principal due on the Note and shall be secured by the lien hereof. Borrower will repay on demand all sums so advanced with interest at the rate charged under the Note from the dates of the advances.

Section 3.7. Tax Escrow. In the event of default and/or the failure of the Mortgagor to make the payments required by Section 2.5 herein, the Mortgagor shall, upon written request therefore by the Mortgagee, which request may be withdrawn and remade from time to time at the discretion of Mortgagee, pay to the Mortgagee on a monthly basis as hereafter set forth a sum equal to the municipal and other governmental real estate taxes, personal Property taxes, other assessments next due on the real and personal Property described in the Mortgage and all premiums next due for fire and other casualty insurance required of the Mortgagor hereunder, less all sums already paid therefore, divided by the number of months to lapse not less than one (1) month prior to the date when said taxes and assessments will become delinquent and when such premiums will become due.

Such sums as estimated by the Mortgagee shall be paid with monthly payments due pursuant to the terms of indebtedness secured by the Mortgage and such sums shall be held by the Mortgagee to pay said taxes, assessments and premiums before the same become delinquent. The Mortgagor agrees that should there be insufficient funds so deposited with the Mortgagee for

said taxes, assessments and premiums when due, the Mortgagor will upon demand by the Mortgagee promptly pay to the Mortgagee amounts necessary to make such payments in full; any surplus funds may be applied toward the payment of the indebtedness secured by the Mortgage or credited toward future such taxes, assessments and premiums. If the Mortgagee shall have commenced foreclosure proceedings, the Mortgagee may apply such funds toward the payment of the Mortgage indebtedness without causing thereby a waiver of any rights, statutory or otherwise, and specifically such application shall not constitute a waiver of the right of foreclosure hereunder. The Mortgagor hereby assigns to the Mortgagee all the foregoing sums so held hereunder for such purposes.

ARTICLE 4
General Provisions

Section 4.1 Satisfaction. If the Note shall have become due and payable (by lapse of time or acceleration), and Borrower shall have paid the full amount thereof and all other sums secured hereby, then, at the expense of Borrower, Lender shall execute and deliver to Borrower such instruments as shall be required to discharge this lien.

Section 4.2. Illegal Provision; Conflicts. If any provision contained herein or in the Note or any other Loan Document shall be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Mortgage shall be construed as if such provision had not been contained herein. If the terms of this Mortgage shall conflict with the provisions of any other Loan Document, the conflict shall be resolved by adhering to those provisions most favorable to the Lender.

Section 4.3. Modification; Waiver. This Mortgage may not be modified except by a written instrument executed by Borrower and Lender. No requirement contained in this Mortgage may be waived unless such waiver is contained in writing signed by Lender, nor shall any waiver be deemed a waiver of any subsequent default of Borrower.


Section 4.4. Counterparts. This Mortgage may be executed in any number of counterparts and each shall be deemed to be an original. All such counterparts shall constitute but one and the same instrument.

Section 4.5. Successors and Assigns. All provisions of this Mortgage shall be binding upon Borrower and its successors and assigns and shall inure to the benefit of Lender and its successors and assigns. This provision shall not in any way be deemed a waiver by Lender of any Event of Default provided for in this Mortgage. Lender may assign all or any portion of this Loan or participate all or any portion of the Loan.

Section 4.6. Headings. The headings have been inserted for convenient reference and shall not define, limit or expand the express provisions of this Mortgage.

Section 4.7. Governing Law. This Mortgage shall be governed by the laws of State of New Hampshire.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed under seal and delivered as of the date first above written.


Yves Tanguay, in his capacity as Managing Member, duly authorized, TANGUAY HOMES, LLC, A NEW HAMPSHIRE LIMITED LIABILITY COMPANY, DBA ABBOTT VILLAGE

STATE OF NEW HAMPSHIRE
COUNTY OF BELKNAP

On this 12th day of January 2007, before me, the undersigned officer personally appeared, YVES TANGUAY, IN HIS CAPACITY AS MANAGING MEMBER, TANGUAY HOMES, LLC, A NEW HAMPSHIRE LIMITED LIABILITY COMPANY, DBA ABBOTT VILLAGE, known to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the foregoing instrument for the purposes therein contained.


Notary Public
My Commission Expires:



Exhibit A.

Property Description

1 Camelia Avenue, Unit 1-1, Concord, County of Merrimack, New Hampshire

03301

A certain condominium unit known as Unit # 1 - 1 in the Abbott Village, a Condominium, City of Concord, County of Merrimack and State of New Hampshire, more particularly described as follows:

Unit # 1-1 as designated on site plans entitled "Tax Map 71A, Block 1, Lots 7 and 7A, ABBOTT VILLAGE, 382 North State Street, Concord, New Hampshire" dated, 2005 and recorded in the Merrimack County Registry of Deeds as Plan # 18070 on August 31, 2006.

Meaning and intending to describe and mortgage a portion of the premises conveyed to Tanguay Homes, LLC by Quitclaim Deed of Mary G. Sawyer, Trustee of the 1988 Revocable Trust of Mary G. Sawyer, amended and restated 2000, et al. dated January 19, 2006, and recorded in the Merrimack County Registry of Deeds in Book 2861, Page 0065 on January 20, 2006.

THIS IS NOT HOMESTEAD PROPERTY

MERRIMACK COUNTY RECORDS

Kathie L. Gray, CPD, Register

Return to:
Law Office of Gould & Burke, PLLC
P.O. Box 666
Meredith, New Hampshire 03253

Doc# : 702141
Book : 3048 Pages: 0250 - 0255
02/22/2008 8:15AM

604

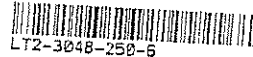
Book 3048 Page 250

3048
2-

COPY



LT1-2-702141-1



LT2-3048-250-5

COLLATERAL ASSIGNMENT OF RENTS AND LEASES

THIS AGREEMENT made this 12th day of January 2007 (hereafter referred to as the "Agreement"), by and between TANGUAY HOMES, LLC, A NEW HAMPSHIRE LIMITED LIABILITY COMPANY, DBA ABBOTT VILLAGE, with a mailing address of [REDACTED] (hereafter referred to as "Assignor") and to GREATLAND PROJECT DEVELOPMENT, INC., a New Hampshire corporation, having a mailing address of [REDACTED] (hereinafter referred to as "Secured Party" and/or "Assignee");

WITNESSETH

WHEREAS, Secured Party has extended financing to the Assignor in the sum of Two Hundred Eighty Five Thousand Dollars as evidenced by a Promissory Note (the "Note") dated January 12, 2007, in the original principal amount Two Hundred Eighty Five Thousand Dollars bearing interest at the rate set forth therein payable to Lender or order;

WHEREAS, pursuant to a Loan Agreement, Assignor has executed and delivered a real estate Mortgage (hereinafter the "Mortgage") upon certain premises located at 1 Camellia Avenue, Unit 1-1, Concord, County of Merrimack, New Hampshire 03301, and more particularly described in "Exhibit A", attached hereto (hereinafter the "Premises") (collectively, the Note, the Mortgage and Loan Agreement and other documents delivered therewith or related thereto are referred to herein as the "Loan Documents");

WHEREAS, the Premises may in the future be subject to leases, subleases, concessions, licenses or other use agreements with third parties (hereinafter the "Lease" or "Leases"); and

WHEREAS, as partial security for the Assignor's payment and performance under the Loan Agreement and the Note, the Assignor has agreed to assign all the Assignor's rights, title and interest in the Leases;

NOW THEREFORE, in order to induce Assignee to make the loans and secure the Notes, the parties stipulate and agree as follows, to wit;

1. ASSIGNMENT.

In consideration of the acceptance by the Assignee of Assignor's Note in the principal amount of Two Hundred Eighty Five Thousand Dollars the Assignor hereby does ASSIGN, TRANSFER AND SET OVER unto the Assignee, the entirety of the Assignor's rights, title and interest in and to any and all Leases, whether heretofore executed or hereafter executed related to the Premises, for the purposes of securing the payment of the Note, the same payable or to be payable to Secured Party, including principal and interest and any and all other sums as may become due either there under or under the Mortgage and Documents.

In addition, the Assignor assigns to the Assignee all rents (and payments in lieu of rents), additional rents, income, profit, payments and real property tax payment, at any time payable under any and all existing Leases and future Leases.

2. WARRANTIES AND REPRESENTATIONS.

Assignor hereby warrants and represents to Secured Party that, as of the date hereof and until the Notes has been paid in full:

- A. Assignor will be the sole, legal and beneficial owner of the Leases and such Leases have not been, and will not be, mortgaged, pledged, assigned, or in any manner encumbered or hypothecated except as set forth in this Agreement;
- B. Each Lease, if any, is and will be valid and enforceable in accordance with its terms;
- C. No Lease has now or will be entered into for less than the full fair rental value thereof, in cash, as from time to time dictated by Assignor's rental schedules, nor will the Assignor allow prepayment of said rental, except with the written agreement of the Secured Party.

3. INTERPRETATION.

This Assignment shall constitute a present and absolute assignment to Assignee as of the date hereof. However, except as otherwise provided in the Loan Documents, so long as there is no Default (as defined in Paragraph 4 below) by Assignor in the performance of any term, undertaking, condition, representation, warranty, obligation, covenant or agreement contained in this Assignment, the Loan Documents or the Leases, as the same are to be performed by Assignor, Assignor shall have the right to collect at the time of, but not prior to, the date provided for payment, all rents, income and profits arising under the Leases and to retain and use the same in accordance with the terms and provisions of the Loan Documents.

4. DEFAULTS AND REMEDIES.

- A. Definition. "Default" shall mean (i) the existence of any Event of Default, as defined in the Loan Documents, or (ii) a breach of any covenant, agreement, term, condition, obligation, representation, warranty or undertaking of Assignor contained in this Assignment and the continuance of such breach without cure for thirty (30) days after notice unless specified otherwise in the Loan Documents.
- B. Remedies. In addition to any and all remedies contained in the Loan Documents, in the event of a Default, Assignee shall have the rights and remedies set forth below and may exercise such rights and remedies prior to, simultaneously with or subsequent to the exercise of any rights and remedies under any of the other Loan Documents either in person or by its agent; with or without bringing any action or proceeding or having a receiver appointed by a court; without regard to the adequacy of the security for the obligations referred to in this Assignment and the Loan Documents; [without notice to or demand on Assignor]; and without releasing Assignor from any obligations under this Assignment and the Loan Documents; and at Assignor's sole cost and expense to:
 - (i) receive all rents, income, payments and other amounts arising or accruing under the Leases or from the Property; and
 - (ii) collect, sue for, settle, compromise or releases for all of the rents and other payments that may become due under the Leases and pursue all remedies for the enforcement of the Leases and Assignor's rights in and under the Leases as Assignor might have pursued but for this Assignment; and
 - (iii) take possession of the Property, and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem proper and, either with or without taking possession of the Property, in its own name, make from time to time, all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee.

- C. Notice. Tenants are hereby irrevocably authorized and notified to rely upon and comply with (and shall be fully protected in so doing) any notice or demand by Assignee for the payment to Assignee of any rental or other sums which may be, or hereafter become, due under the Leases, or for the performance of any of the tenants' undertakings under the Leases, and tenants shall have no right or duty to inquire as to whether any Default has actually occurred or is then existing.
- D. Proceeds. Assignee shall have the right to apply all amounts received by it pursuant to this Paragraph 4 or any other provision of this Assignment to the payment of any of the following in such amounts and in such order as Assignee shall deem appropriate:
- (i) the obligations under this Assignment and the Loan Documents, together with all costs and attorneys' fees;
 - (ii) all expenses of leasing, operating, maintaining and managing the Property, including without limit, the salaries, fees, commissions and wages of a managing agent and such other employees, agents or independent contractors as Assignee deems necessary or desirable; all taxes, charges, claims, assessments, water rents, sewer rents, any other liens, and premiums for all insurance as Assignee deems necessary or desirable; the cost of all alterations, renovations, repairs or replacements; and all expenses incident to taking and retaining possession of the Property.

5. EXCULPATION AND INDEMNIFICATION.

This Assignment shall not cause Assignee to be (i) a mortgagee in possession; (ii) responsible or liable for the control, care, management or repair of the Property or for performing any of the terms, agreements, undertakings, obligation, representations, warranties, covenants and conditions of the Leases; or (iii) responsible or liable for any waste committed on the Property by the tenants or any other parties, for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee, invitee or other person. Assignor hereby indemnifies and holds Assignee harmless from and against any and all such liability, loss, damage, cost or expense (including attorneys' fees) which Assignee might incur or suffer under the Leases or by reason of this Assignment, and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on Assignee's part to perform or discharge any of the terms, undertakings, obligations, representations, warranties, conditions, covenants or agreements contained in any of the Leases. Should Assignee incur or suffer any liability, loss, damage, cost or expense (including attorneys' fees) under the Leases or by reason of this Assignment, or in the defense of any such claims or demands, the amount of such liability, loss, damage, cost, expense and attorneys' fees shall be considered an obligation to the Assignee and Assignor shall pay the same to Assignee upon demand by Assignee. Upon the failure of Assignor to so pay Assignee, all sums owing under this Assignment and the Loan Documents shall be immediately due and payable, at the option of Assignee.

6. SUBSEQUENT ASSURANCES.

Assignor hereby agrees with the Secured Party that any and all subsequently executed Leases will, ipso facto, become subject to the provisions hereof without the necessity of any further action on the part of the Assignor or Secured Party, but the Assignor will promptly upon request by Secured Party, execute and deliver to Secured Party such further assignments thereof as Secured Party may request.

7. ADDITIONAL SECURITY.

Secured Party may take or release additional security, and may release any party primarily or secondarily liable for the repayment of the Note, may grant extensions, renewals or indulgences with respect to the Note and may apply any other security therefore held by it to the satisfaction of the Note, without prejudice to any of its rights hereunder.

8. FORECLOSURE.

Upon issuance of one or more deeds pursuant to any judicial or non judicial foreclosure of the Mortgage or one or more deeds in lieu of foreclosure, all right, title and interest of Assignor in and to the Leases shall, by virtue of this Assignment, vest in and become the absolute property of the grantee or grantees of such deed or deeds without any further act or assignment of Assignor. Assignor hereby irrevocably appoints Assignee, and its successors and assigns, as its attorney-in-fact, to: (i) execute all instruments of assignment or further assurances in favor of such grantees of such deed or deeds, as may be necessary or desirable for such purposes; and (ii) after a Default under this Assignment, take any other action specified in paragraphs 4 A. through D., inclusive, hereof; provided, however, that Assignee as such attorney-in-fact shall only be accountable for such funds as are actually received by Assignee. Nothing contained in this Assignment shall prevent Assignee at Assignee's sole discretion from terminating any subordinate Lease through such foreclosure. Nothing contained in this Assignment shall in any way invalidate or impair any written non disturbance agreement that Assignee has executed with the tenant under any such subordinate Lease.

9. UNIFORM COMMERCIAL CODE

In addition to its being, but without limiting or impairing its validity as, an assignment of contract rights or lien on the estate in land, this Agreement shall also constitute a security agreement under Article Nine of the Uniform commercial code as enacted in New Hampshire creating in favor of Assignee, until the Note is fully paid and the Loan Documents are fully performed, a first and prior security interest to the Leases and all Assignor's rights thereunder. Accordingly, Assignor hereby acknowledges unto Assignee that Assignee shall have the right, in addition to any and all other rights, remedies and recourse as afforded to in hereunder, under the Note all rights and remedies afforded to secured parties by the Uniform commercial code. Assignor hereby agrees with Assignee to execute and deliver to Assignee, in form satisfactory to Assignee, such financing statements or other assurances as Assignee may reasonably require to create, perfect and preserve the security herein created and to cause such statements and assurances to be filed and/or recorded at such time and place as to accomplish the same as Assignee may reasonably request.

10. HEIRS, SUCCESSORS AND ASSIGNS.

Subject to the limitations elsewhere contained in this Assignment and the Loan Documents, the terms of this Assignment shall be binding upon and inure to the benefit of the heirs, successors and assigns of Assignor and Assignee, including without limit, any subsequent owner of the Property. There are no third party beneficiaries of this Assignment.

10. LAW.

This Assignment shall be governed by, and construed in accordance with, the laws of the State of New Hampshire.

11. WAIVER


No exercise of any right or remedy hereunder shall preclude the exercise of any other right or remedy or the later exercise of the same right or remedy. Waivers and approvals under this Assignment shall be in writing and unless otherwise expressly stated, waivers and approvals shall apply only to the specific circumstances addressed.

12. ENTIRE AGREEMENT INCORPORATION

This Assignment shall not be amended or modified in any way except by written instrument which is executed by all parties hereto.

WITNESS our hands the date first above written.

ASSIGNOR(S):


Yves Tanguay, in his capacity as Managing Member, duly authorized of Tanguay Homes, LLC, a New Hampshire limited liability company, DBA Abbott Village

STATE OF NEW HAMPSHIRE
COUNTY OF BELKNAP

On this 12th day of January 2007, before me, the undersigned officer personally appeared Yves Tanguay, in his capacity as Managing Member, duly authorized of TANGUAY HOMES, LLC, A NEW HAMPSHIRE LIMITED LIABILITY COMPANY, DBA ABBOTT VILLAGE, known to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the foregoing instrument for the purposes therein contained.



Notary Public



Exhibit A.
Property Description

1 Camelia Avenue, Unit 1-1, Concord, County of Merrimack, New Hampshire 03301

A certain condominium unit known as Unit # 1 - 1 in the Abbott Village, a Condominium, City of Concord, County of Merrimack and State of New Hampshire, more particularly described as follows:

Unit # 1-1 as designated on site plans entitled "Tax Map 71A, Block 1, Lots 7 and 7A, ABBOTT VILLAGE, 382 North State Street, Concord, New Hampshire" dated, 2005 and recorded in the Merrimack County Registry of Deeds as Plan # 18070 on August 31, 2006.

Meaning and intending to describe a portion of the premises conveyed to Tanguay Homes, LLC by Quitclaim Deed of Mary G. Sawyer, Trustee of the 1988 Revocable Trust of Mary G. Sawyer, amended and restated 2000, et al. dated January 19, 2006, and recorded in the Merrimack County Registry of Deeds in Book 2861, Page 0065 on January 20, 2006.



THIS IS NOT HOMESTEAD PROPERTY

MERRIMACK COUNTY RECORDS

Kathie L. Gray CPD, Register

Law Office of Gould and Burke, PLLC
15 Northview Drive
Post Office Box 666
Meredith, New Hampshire 03253

Doc#: 704492
Book: 3054 Pages: 1091 - 1092
03/24/2008 8:12AM

Book 3054 Page 1091

COPY

PARTIAL ASSIGNMENT OF MORTGAGE

THIS PARTIAL ASSIGNMENT OF MORTGAGE (hereinafter referred to as the "Assignment") is made as of this 16th day of January 2007 by Greatland Project Development, Inc., whose address is [REDACTED] (hereinafter referred to as the "Assignor") for the benefit of Pensco Trust Co., Custodian, FBO Kenneth F. Miller IRA, whose address is PO Box 26903, San Francisco, CA 94126-6903, (hereinafter referred to as "Assignee").

WITNESSETH:

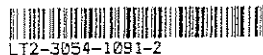
WHEREAS, "Assignor" is the holder of that certain Mortgage together with the debt and Note secured thereby, in the original principal sum of Two Hundred Eighty Five Thousand Dollars (\$285,000.00) given by Tanguay Homes, LLC, a New Hampshire limited liability company, DBA Abbott Village as "Mortgagor" to Greatland Project Development, Inc., which Mortgage is recorded in the County of Merrimack Registry of Deeds at Book 3048, Page 0239 et seq. and Collateral Assignment of Rents and Leases is recorded at Book 3048, Page 0250 in the County of Merrimack Registry of Deeds and said Mortgage and Collateral Assignment of Rents encumber and are a liens upon certain real property located at 1 Camelia Avenue, Unit 1-1, Concord, County of Merrimack, New Hampshire 03301 and described in Exhibit "A" attached to said Mortgage (hereinafter referred to as the "Premises"); and,

WHEREAS, Assignor is desirous of assigning a portion of said Mortgage, together with the Note and the debt therein described, to Assignee; and

WHEREAS, "Assignee" is desirous of receiving and holding a portion of said Mortgage, together with the Note and the debt therein described, from Assignor.

NOW, THEREFORE, for and in consideration of the sum of Thirty One Thousand Dollars (\$31,000.00) paid by Assignee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor does hereby make the following assignment:

1. Assignment. Assignor has granted, bargained, sold, assigned, conveyed and transferred, and by these presents does grant, bargain, sell, assign, convey and transfer unto Assignee, its heirs, successors and assigns, forever all of its right, title and interest in, to and under said Mortgage described above, together with the debt and Note secured thereby; together with any and all rights, interests and appurtenances thereto belonging; subject only to any right and equity of redemption of said Mortgagor, its successors or assigns in the same.
2. Warranties and Representations. Assignor hereby warrants and represents that it is the present holder of the above described Mortgage and that there are no other holders of said Mortgage or any interest therein or in the note and debt secured thereby.
3. Governing Law. This Assignment shall be governed, construed and interpreted by, through and under the laws of the State of New Hampshire.



LT2-3054-1091-2



LT1-2-704492-1

4. Headings. Paragraph headings contained herein are for convenience of reference only and are not to be used in the construction or interpretation hereof.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment to Assignee on the date hereof.

Mandi Raymond
Witness

Donald E. Dodge
Donald E. Dodge, President, duly authorized of
Greatland Project Development, Inc.
Assignor

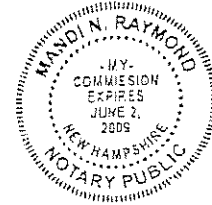
STATE OF NEW HAMPSHIRE
COUNTY OF BELKNAP

On this 16th day of January 2007, before me, the undersigned officer, personally appeared, Donald E. Dodge, President, duly authorized of Greatland Project Development, Inc., known to me to be the person whose name is subscribed to the within instrument, and acknowledged that the foregoing is true to the best of his/her knowledge and belief.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Mandi Raymond
Notary Public/Justice of the Peace
(SEAL)

My commission expires: _____



MERRIMACK COUNTY RECORDS

Kathi L. Gray, CPO, Register

Add to # 5

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB Approval No. 2502-0265 (expires 9/30/2006)

FINAL

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Units	6. File Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.		7. Loan Number
			8. Mortgage Insurance Case Number

C. Note: This form is intended to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "to be" were paid outside the closing. They are shown here for informational purposes and are not included in the usual "WARNING" is a guide to knowledge make these statements to the United States on this or any other similar form. Penalties upon completion can include a fine and imprisonment. For details see Title 18 U.S.C. Section 101 and Section 1011.

TitleExpress Settlement System
Printed 01/12/2007 at 15:05 PM

D. NAME OF BORROWER: [REDACTED]
ADDRESS: [REDACTED]

E. NAME OF SELLER: REFINANCE
ADDRESS: [REDACTED]

F. NAME OF LENDER: Greatland Project Development, Inc.
ADDRESS: Jo Dodge Financial [REDACTED]

G. PROPERTY ADDRESS: Unit 35-4, Camelia Avenue, Concord, NH 03301
1-1

H. SETTLEMENT AGENT: Law Office of Gould and Burke, PLLC, Telephone: 603-279-6502 Fax: 603-279-1062
PLACE OF SETTLEMENT: P.O. Box 666, 15 Northview Drive, Meredith, New Hampshire 03253

I. SETTLEMENT DATE: 01/12/2007 **DISBURSEMENT DATE:** 01/13/2007

J. SUMMARY OF BORROWER'S TRANSACTION: **K. SUMMARY OF SELLER'S TRANSACTION:**

J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price		401. Contract sales price	
102. Personal Property		402. Personal Property	
103. Settlement charges to borrower (line 1400)	14,765.79	403.	
104.		404.	
		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
109. Loan in Progress	270,234.21	409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	285,000.00	420. GROSS AMOUNT DUE TO SELLER	
200. AMOUNTS PAID BY OR ON BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit or earnest money		501. Excess Deposit (see instructions)	
202. Principal amount of new loans	285,000.00	502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504.	
205.		505.	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
1. TOTAL PAID BY/FOR BORROWER	285,000.00	520. TOTAL REDUCTION AMOUNT DUE SELLER	
300. CASH AT SETTLEMENT FROM OR TO BORROWER		600. CASH AT SETTLEMENT TO OR FROM SELLER	
301. Gross amount due from borrower (line 120)	285,000.00	601. Gross amount due to seller (line 420)	
302. Less amounts paid by/or borrower (line 220)	285,000.00	602. Less reduction amount due seller (line 520)	
303. CASH FROM BORROWER	0.00	603. CASH TO SELLER	0.00

-AT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SETTLEMENT STATEMENT

File Number: 07-CC-1-1

FINAL PAGE 2

TitleExpress Settlement System Printed 01/12/2007 at 15:09 RM

L. SETTLEMENT CHARGES		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price \$ =			
Division of commission (line 700) as follows:			
701. \$	to		
702. \$	to		
703. Commission paid at Settlement:			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. Loan Origination Fee	4.000 % Financial Resources & Assistance, Inc.	11,400.00	
802. Loan Discount	%		
803. Appraisal Fee			
804. Credit Report			
805. Lender's Inspection Fee			
806. Mortgage Application Fee			
807. Assumption Fee			
808			
809			
810			
811			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest From	01/13/2007 to 02/01/2007 @ \$ 101,5068 /day 19 Days	1,928.63	
902. Mortgage Insurance Premium for	to		
903. Hazard Insurance Premium for	to		
1000. RESERVES DEPOSITED WITH LENDER FOR			
1001. Hazard insurance	mo @ \$ /mo		
1002. Mortgage Insurance	mo @ \$ /mo		
1003. City Property Tax	mo @ \$ /mo		
1004. County Property Tax	mo @ \$ /mo		
1005. Annual Assessments	mo @ \$ /mo		
1009. Aggregate Analysis Adjustment		0.00	0.00
1100. TITLE CHARGES			
1101. Settlement or closing fee	to Law Office of Gould and Burke, PLLC	250.00	
1102. Abstract or title search			
1103. Title examination			
1104. Title insurance binder			
1105. Document Preparation	to Law Office of Gould and Burke, PLLC	500.00	
1106. Notary Fees			
1107. Attorney's fees			
(includes above items No:)			
1108. Title Insurance	to Old Republic National Title Insurance Co.	527.50	
(includes above items No:)			
1109. Lender's Policy	265,000.00 - 477.50		
1110. Owner's Policy			
1111			
1112			
1113. Law Office of Gould and Burke, PLLC retains \$360.25 of title insurance premium			
GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording Fees Deed \$	Mortgage \$ 109.66 Release \$	109.66	
1202. Deed Transfer Tax	Deed \$ Mortgage \$		
1203. State tax/stamps	Deed \$ Mortgage \$		
1204.			
1205.			
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Courier Fee	to Law Office of Gould and Burke, PLLC	50.00	
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103, Section J and 502, Section K)		14,765.79	

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of this HUD-1 Settlement Statement.

Tangany Homes, LLC db/a Abest Village



WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES OR TO ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE TITLE 18 U.S. CODE SECTION 1001 AND SECTION 1010.

This HUD-1 Settlement Statement which I have prepared is a true and accurate account of the transactions. I have caused or will cause the funds to be disbursed in accordance with this statement.

by Marilene C. DATE: 1/12/07