

To date and to date, there have been no reports of any significant increase in the incidence of any disease.

MORTGAGE READER IS THE MORTGAGE READER, INC., A CORPORATION, WITH OFFICES LOCATED AT 1000 BROADWAY, SUITE 1000, NEW YORK, NY 10036, AND IS THE EXCLUSIVE AGENT FOR THE MORTGAGE READER SYSTEM. THE MORTGAGE READER SYSTEM IS A COMPUTER PROGRAM THAT READS MORTGAGE STATEMENTS AND OTHER DOCUMENTS RELATED TO MORTGAGE LOANS AND GENERATES A REPORT OF THE INFORMATION CONTAINED THEREIN. THE MORTGAGE READER SYSTEM IS DESIGNED TO BE USED BY PERSONS WHO ARE NOT PROFESSIONAL ATTORNEYS OR ACCOUNTANTS, BUT WHO ARE FAMILIAR WITH MORTGAGE LOANS AND THE PROCESS OF OBTAINING THEM. THE MORTGAGE READER SYSTEM IS NOT DESIGNED TO BE USED BY PERSONS WHO ARE NOT FAMILIAR WITH MORTGAGE LOANS AND THE PROCESS OF OBTAINING THEM.

**PROVIDED ALWAYS** nevertheless, and it is the true intent and meaning of Monteasee and wife, that if Monteasee pays or causes to be paid to Monteasee the debt accrued thereby, the entire sum, then the same, shall become and be utterly released and otherwise set aside as estate still remaining in the other party.

**IT IS AGREED** that Mortgagor shall be entitled to hold and enjoy the Property until a Default as hereinabove defined has occurred.

**MORTGAGOR** further covenants and agrees as to Mortgagor as to the

**1. Assignment of Rents and Profits.** As further security for a sum secured by this Mortgage, Mortgagor assigns to Mortgaggee all rents and profits arising from the Property, cash and otherwise, until payment in full of the debt as hereinafter defined has occurred. Mortgagor shall be entitled to collect and retain such rents and profits at the sole expense of Mortgagor & hold account with Mortgaggee thereof.

**2. Maintenance.** Manager will maintain the Property in good condition and make it available for the permitting of a low waste treated. Manager will promptly repair or replace any equipment at the Property which is damaged or destroyed by any cause of fire, flood, and/or damage by other causes, and to maintain the property in a safe condition. Manager will not remove or damage any part of the equipment or fixtures at the Property without the written consent of the Owner, and shall not damage or frequently without the express written consent of Manager. Manager will be responsible to ensure the performance of the obligations of this paragraph.

**3. Insurance.** Mortgagor will keep all improvements and fixtures which are now or hereafter part of the Property insured by such company or companies as Mortgagee may reasonably appoint for the full insurable value thereof against all risks including fire, coverage S, a, steel, flood and automobile. Such insurance is to be taken in Mortgagee's name for the interest of Mortgagee may appear sufficient to the Mortgagor to satisfy the requirements of such other form of mortgage clause as may be requested by the Mortgagor and it will be cancellable by either the holder or the issuer of the policy at least ten (10) days prior written notice to Mortgagee. Mortgagor agrees, as goes to Mortgagee the right to collect, hold and receive any premium payment otherwise owed to Mortgagor upon any policy of insurance insuring any portion of the Property, regardless of whether Mortgagee is named in such policy as a person entitled to collect upon the same. Any premium payment received by Mortgagee from any such policy of insurance may, at the option of Mortgagee, be applied by Mortgagee to payment of any sum secured by this Mortgage in such order as Mortgagee may determine or may be applied in a manner determined by Mortgagee to the replacement, repair or restoration of the portion of the Property damaged or destroyed or to be released to Mortgagor upon such conditions as Mortgagee may determine or may be used for any combination of the foregoing purposes. No portion of any indemnity payment of any kind applied to the replacement, repair or restoration of any portion of the Property or which is released to Mortgagor shall be deemed a payment against any sum secured by this Mortgage. Mortgagor will keep the Property continuously insured as herein required and will, on behalf of Mortgagee, the holder of each policy of insurance required hereby, Mortgagor will pay each claim arising out of any such policy of insurance and will deliver to Mortgagee proof of such claim, not later than ten (10) days prior to the date such claim arises, of its occurrence or commencement. Upon the expiration or termination of any such policy of insurance, Mortgagor will furnish to Mortgagee at least ten (10) days prior to such expiration or termination the original of a renewal or replacement policy of insurance meeting the requirements hereof. If Mortgagor fails to insure the Property as herein required, the Mortgagee may, after giving ten (10) days written notice to Mortgagor, to insure the Property in the name of Mortgagee or in the name of Mortgagor himself, and the premiums for any such insurance so arranged by Mortgagee shall be the responsibility of Mortgagor. Upon default under this Mortgage, a right, title and interest of Mortgagor in and to any policy of insurance upon the Property which is in the custody of Mortgagee, including the right to unredeemed premiums, shall vest in the custodian of the Property, attorney-in-fact and Mortgagee, jointly and severally as attorney-in-fact of Mortgagee to assume, collect and recover all interest of Mortgagor in and to any such policy of insurance in such circumstances. This agreement is to remain in effect until the completion of the construction of the Property.

**4. Taxes and Assessments.** Wompage will file a timely assessment and other charges which constitute or are secured by a lien upon the property or shall be subject to the same as a Wompage and a creditor to Wompage credit or payment at the same rate less than one-half percent above that of the regular rate of interest on unpaid charges; however, that Wompage shall be entitled to collect any assessments or taxes levied against the property or any part thereof, notwithstanding that Wompage may not be the collector of the same, if the same are not paid when due, and during the continuance of such unpaid taxes and Wompage begins to collect the same, the amount so collected shall be credited with Wompage account security for payment of the same together with all other taxes and charges which have been filed or

**S. Expenditures by Mortgagor.** Mortgagor shall make all expenditures necessary for the maintenance, repair and preservation of the Property, for insurance thereon and for taxes, in accordance with the terms of the Mortgage, and shall pay to the Lender, for the latter and any other amounts due under the Mortgage, the amount of any deficiency resulting from the failure of the mortgagor to have made such payments and contributions as the Lender may require, and shall pay to the Lender the sum of \$100.00 per month, as a charge against the principal amount of the Note, for the taxes levied by Mortgagor, and to the amount of the principal amount of the Note, plus interest thereon from the date of the original repayment of the Note, and to the amount of the principal amount of the Note, plus interest thereon, for each month thereafter, until paid in full.

**6. Condemnation.** Mortgagee shall have the right to require the removal of any encumbrance or other proceeding, whether formal or informal, for condemnation of an easement or interest in the property or any portion of the property. Mortgagee may exercise any rights to condemnation that it may have under the laws of the state in which the property is located. Mortgagee shall have the right to demand payment of any amount awarded by a court of law or a jury as a result of condemnation of an easement or interest in the property. Any such payment or award received by Mortgagee shall be applied to the principal amount of the mortgage or to the payment of any sums secured by the Mortgage. Such amounts shall be determined by the method or manner determined by Mortgagee to the requirement of the court or jury. Payment received by Mortgagee shall not affect the liability of the remaining parties of the Project. Any amounts referred to Mortgagee by court or jury shall be paid by Mortgagee to the person or persons entitled to any compensation of the terminating purchaser. In addition, if any amount is received by Mortgagee in respect of an easement, right of way or restriction of any nature, it shall be the property of Mortgagee. If Mortgagee so desires, it may apply such amounts to the principal amount of the mortgage.

#### **8. Default:** The following table lists the default values for each parameter.

- 31. Failure of Montpeau to pay any rate of interest on the Note or Letter of Credit, including after due.
  - 32. Failure of Montpeau to pay any other sum required by the Note or Letter of Credit.
  - 33. Failure of Montpeau to obtain or maintain any license, permit, certificate or other governmental approval or registration required by the Massachusetts and Massachusetts Department of Environmental Quality Control following the giving of notice by Montpeau to the Massachusetts Department of Environmental Quality Control.
  - 34. Disposition of Montpeau as defined within paragraph 2, Massachusetts, and failure to pay the debts of Montpeau as they mature, less amount of the assets of Montpeau which have been paid over to Montpeau for the appointment of a receiver, trustee, liquidator or administrator of Montpeau or the incorporation or dissolution of Montpeau or any of its wholly-owned subsidiaries and/or partners.