

CHARLIE:

TUESDAY, APRIL 16, 2002

I AM FORWARDING THE INFORMATION  
YOU REQUESTED BY WAY OF UNITED  
PARCEL SERVICE (U.P.S.). SHOULD  
ARRIVE AT YOUR OFFICE TOMORROW  
MORNING, WEDNESDAY APRIL 17, 2002,  
AT APPROXIMATELY 10:00 A.M.

IF YOU HAVE ANY QUESTION, CALL ME  
IMMEDIATELY AT (916) 782-2233

YOURS TRULY,

*William J. Zisk*

WILLIAM J. ZISK

Harm and damage as a result of non-compliance of Connecticut General Statute section 35-1. — *VIOLATION OF CONNECTICUT UNFAIR TRADE PRACTICES ACT (CUTPA) — FRAUD, DECEIT & CONCEALMENT*

1. Unaware of sale (Fraud and Deceit) *CONCEALMENT*

William J. Zisk had no knowledge of the original purported sale agreement of the 106 High Street Intestate Estate until ~~two~~<sup>THREE</sup> months after the purported sale and did not participate and/or was not included in any part of the purported sales agreement. The purported sale was executed on or about February 28, 1989. William J. Zisk became knowledgeable of the purported sale on or about May 30, 1989. Steven A. Rocco, alleging to be attorney in fact for Mary A. Zisk, Edward J. Zisk, Marion A. Krivanec and Donald R. Zisk, purported to file a partition action (CV-89-0056040S), alleging to be a 5/6 owner of the Intestate Estate of William W. Zisk, and naming William J. Zisk as the sole defendant in the alleged partition action. *SUMMARY JUDGMENT WAS GRANTED ON MARCH 7, 1991 BY JUDGE O'CONNEL IN FAVOR OF WILLIAM J. ZISK — ROCCO WAS NOT OWNER.*

2. Fraud and Deceit & *CONCEALMENT*

Mary A. Zisk, Donald R. Zisk and Edward J. Zisk purportedly sold a 10/12 interest in the 106 High Street Intestate Estate of William W. Zisk to High Street Associates on May 8, 1991, thereby purporting to sell more than they owned. The purported sale excluded the March 23, 1991 Quit Claim conveyance of Marion A. Krivanecs' interest in the Intestate Estate of William W. Zisk located at 106 High Street Higganum, Connecticut, to William J. Zisk.

4. Mortgaging entire property including interest of William J. Zisk (*FRAUD AND DECEIT & CONCEALMENT*)

On May 23, 1991, the purported "fictitious trade name" of High Street Associates purportedly executed a \$183,333.32 mortgage deed and note on the entire 32 acre Intestate Estate of William W. Zisk, including the entire interest held by William J. Zisk. Upon execution of a default of the purported mortgage deed and note, the "entire" 32 acre Intestate Estate would revert *PURPORTEDLEY*

back to Mary A. Zisk, Edward J. Zisk, and Donald R. Zisk, including the entire interest of the Intestate Estate of William W. Zisk, owned by William J. Zisk.

5. Failure of High Street Associates to timely file a notice of fictitious trade name with the Clerk of Town of Haddam "bars" High Street Associates from transacting business in the State of Connecticut (FRAUD AND DECEIT AND CONCEALMENT) — SEE THE CASES I GAVE YOU WED. FROM LAW LIBRARY.

Mary A. Zisk, Edward J. Zisk, and Donald R. Zisk purportedly conveyed a 10/12 interest in the 106 High Street Intestate Estate of William W. Zisk to the fictitious trade name of High Street Associates on May 8, 1991. On May 23, 1991, the fictitious trade name of High Street Associates claiming to be a Connecticut General partnership purportedly conveyed a \$183,333.32 mortgage deed and note to Mary A. Zisk, Edward J. Zisk, and Donald R. Zisk. On June 4, 1991 the purported High Street Associates filed a partition action, CV 91-0062496S, High Street Associates v. William J. Zisk, alleging to be a 10/12 or 5/6 owner of the Intestate Estate of William W. Zisk. On July 18, 1991, the purported High Street Associates filed a notice of fictitious trade name with the Clerk of Town of Haddam, alleging Architects Equity to be the sole participant of the fictitious name of High Street Associates. On December 4, 1991, Steven A. Rocco amended the July 18, 1991 filing of the fictitious trade name of High Street Associates by adding the names Architects Equity Inc. and A.C.F. Inc. (J Gotlieb), ALLEGEDLY ADDING TWO ADDITIONAL FICTITIOUS TRADE NAMES.

6. Violation of section 35-1 (failure to file a notice of fictitious trade name with the Clerk in the Town Hall in Haddam Connecticut. — VIOLATION OF CUTPA (FRAUD AND DECEIT AND CONCEALMENT))

Commencing on or about February 28, 1989, Steven A. Rocco and/or High Street Associates was acting in the course of a FICTITIOUS trade or business without first FILING IN THE OFFICE OF THE TOWN CLERK OF THE TOWN OF HADDAM, CONNECTICUT, A CERTIFICATE STATING THE NAME UNDER WHICH SUCH BUSINESS IS OR IS TO BE CONDUCTED OR TRANSACTED AND THE FULL NAME AND POST-OFFICE ADDRESS OF EACH "PERSON" CONDUCTING OR TRANSACTING SUCH BUSINESS. THAT REQUIREMENT HAS NOT BEEN FULFILLED, AS OF APRIL 9, 2002 BEFORE JUDGE PARKER TRIAL.

Why would Kantrovitz ask for an extension of the trial date when Rocco is now concerned about paying interest, and now is asking for a bond to cover the extended time if appealed.

High Street Associates was not in existence at the time of purported conveyances and was in violation of Connecticut General Statutes section 35-1.

High Street Associates did not file a certificate of fictitious trade name until July 18, 1991 and amended the certificate on December 4, 1991 with adding the name of Johnathon Gottleib.

In Re:        Res Judicata Issue        Initial partition action was filed under the fictitious trade name of High Street Associates. After completing the partition action and purported sale, High Street Associates purportedly Quit Claimed the interest of High Street Associates to Walkley Heights Associates.

In filing CV-98 0086079S, William J. Zisk v. Walkley Heights Associates, the defendant was Walkley Heights Associates and not High Street Associates as designated in the second partition action (CV-62496S), thereby clarifying not to be identical parties.

7. ON OR ABOUT OCTOBER 25, 1991, STEVEN A. ROCCO AND/OR HIGH STREET ASSOCIATES ADMITTED UNDER OATH THAT THERE WAS NO PARTNERSHIP AGREEMENT AS OF THAT DATE — SEE ANSWERS TO DEFENDANTS REQUEST FOR INTERROGATORIES AND PRODUCTION, DATED SEPTEMBER 27, 1991 (NO. 4)  
ENCLOSED HERewith

# TITLE 35

## TRADE REGULATIONS, TRADEMARKS AND COLLECTIVE AND CERTIFICATION MARKS

| Chapter  | Section |
|--|---------|
| 620. Trade Names .....                             | 35-1    |
| 620a. Marks .....                                  | 35-3a   |
| 621. Trademarks [Repealed] .....                   | 35-4    |
| 621a. Trademarks and Service Marks .....           | 35-11a  |
| 622. Trade Union Labels. Insignia [Repealed] ..... | 35-12   |
| 622a. Collective and Certification Marks .....     | 35-18a  |
| 623. Devices on Receptacles .....                  | 35-19   |
| 624. Connecticut Anti-Trust Act .....              | 35-24   |
| 625. Uniform Trade Secrets Act .....               | 35-50   |

### CHAPTER 620

#### TRADE NAMES

| Section   |
|---|
| 35-1. Fictitious trade names forbidden; certificates. Unfair trade practices. |
| 35-2. Use of word "banking" and similar words as part of business name.       |
| 35-3. Use of word "banking" by bankers' associations.                         |

#### Law Review Commentaries

Trust Instruments Act. Frank S. Berall, 42  
Conn.B.J. 313 (1968).

#### **§ 35-1. Fictitious trade names forbidden; certificates. Unfair trade practices**

No person, except as hereinafter provided, shall conduct or transact business in this state, under any assumed name, or under any designation, name or style, corporate or otherwise, other than the real name or names of the person or persons conducting or transacting such business, unless there has been filed, in the office of the town clerk in the town in which such business is or is to be conducted or transacted, a certificate stating the name under which such business is or is to be conducted or transacted and the full name and post-office address of each person conducting or transacting such business or, in the case of a corporation using such an assumed name, its full name and principal post-office address. Such certificate shall be executed by all of such persons or, in the case of a corporation, by an authorized officer thereof, and acknowledged before some authority qualified to administer oaths. Each town clerk shall keep an alphabetical index of the names of all

persons filing such certificates and of all names or styles assumed as hereinbefore provided and, for the indexing and filing of each such certificate, shall receive the statutory filing fee for documents established in section 7-34a, to be paid by the person filing such certificate. A copy of any such certificate, certified by the town clerk in whose office the same has been filed, shall be presumptive evidence, in all courts in this state, of the facts therein contained. The provisions of this section shall not prevent the lawful use of a partnership name or designation if such partnership name or designation includes the true surname of at least one of the persons composing such partnership. This section shall not apply to any limited partnership, as defined in section 34-9, provided such limited partnership has filed a certificate as provided for in section 34-10. Any person conducting or transacting business in violation of the provisions of this section shall be fined not more than five hundred dollars or imprisoned not more than one year. Failure to comply with the provisions of this section shall be deemed to be an unfair or deceptive trade practice under subsection (a) of section 42-110b.

(1949 Rev., § 6728; 1957, P.A. 96; 1967, P.A. 84; 1975, P.A. 75-68; 1983, P.A. 83-158, § 2; 1983, P.A. 83-587, § 52, eff. July 14, 1983.)

#### Historical Note

##### Derivation:

1931, Supp. § 1714c.  
1930 Rev., § 6354.  
1918 Rev., § 6505.  
1911, P.A. ch. 277.  
1967, P.A. 84, substituted the filing provisions established in § 7-34a for a fee of \$1.00.  
1975, P.A. 75-68, inserted the sixth sentence which provided that this section should not

apply to limited partnerships under certain conditions.

1983, P.A. 83-158, § 2, added the last sentence which relates to failure to comply.

1983, P.A. 83-587, § 52, deleted ", in the office of the town clerk in the town in which the business of such limited partnership is or is to be conducted or transacted" following "section 34-10" in the sixth sentence.

#### Cross References

Motor vehicle registration, refusal of in absence of certified copy of trade name, see § 14-12.  
Oaths, officers authorized to administer, see § 1-24.  
Town clerks, fees of, generally, see § 7-34a.

#### Law Review Commentaries

Enforceability of contracts made by firms doing business in violation of "assumed name" statutes. 39 Yale L.J. 874 (1930).  
Fiduciary Powers Act, Etc. Frank S. Berall, 44 Conn.B.J. 43 (1970).  
Registration of business entities. Rae F. Gill (1980) 54 Conn.Bar J. 569.  
Right to corporate name. 17 Yale L.J. 286 (1908).

Trade-names, personal names. 6 Yale L.J. 141 (1897).

Unfair competition and unfair trade practices. Peter L. Costas (1980) 54 Conn.Bar J. 405.

Uniform Partnership Act. William Draper Lewis, 24 Yale L.J. 617 (1915).

#### Library References

Corporations ¶50.  
Names ¶10.  
Partnership ¶64.  
Trade Regulation ¶152.

C.J.S. Corporations § 174.  
C.J.S. Names § 9.  
C.J.S. Partnership § 66.

## TRADE NAMES

C.J.S. Trade-Marks, Trade-Names, and Unfair Competition § 131.

### Notes of Decisions

Filing of name 2  
Purpose 1  
Registration of name 2  
Remedies 4  
Similarity of names 3

#### 1. Purpose

The statute (repealed; see, now, this section) relating to registration of trade-names was a part of the general criminal law of the state; its object was to enable a person dealing with another, trading under a name not his own, to know the man behind the name, that he could know or make inquiry as to his business character or financial responsibility; it was in no way concerned with any particular transaction. *Di Biase v. Garnsey* (1925) 130 A. 81, 103 Conn. 21.

A person doing business under an assumed name without complying with 1911, P.A. ch. 277, subjecting to punishment any person conducting business under an assumed name without filing a proper certificate, could enforce a legal contract; the purpose of the statute being to afford the public means of information as to the personal or financial responsibility behind an assumed name, and thereby protecting those dealing with or giving credit to the fictitious entity. *Sagal v. Fylar* (1915) 93 A. 1027, 89 Conn. 293, L.R.A.1915E, 747.

#### 2. Registration of name

In determining whether corporation engaged in manufacture and national and foreign distribution of glassware had established such a general reputation as would entitle it to injunctive relief against use of its corporate name in

connection with local glass installation business in Connecticut, the critical date was the date on which such name was registered in town clerk's office by prior owner of glass installation business, though defendant failed to register his name as proprietor when he purchased the business and name, notwithstanding Connecticut statute, 1949 Rev., § 6728 (repealed; now this section) imposing a penalty for conducting or transacting business under a fictitious trade-name without filing certificate of identification in town clerk's office. *Federal Glass Co. v. Loshin* (D.C.1954) 126 F.Supp. 737, affirmed 224 F.2d 100.

One trading under assumed name, suing for damage to automobile, need not show filing of name with town clerk, where certificate of registration of automobile was introduced. *Wofsey v. New York & S. Ry. Co.* (1927) 138 A. 136, 106 Conn. 254.

#### 3. Similarity of names

The confusion of corporate names, of which a court will take cognizance, must be something more than the result of carelessness or ignorance upon the part of the uninformed. *Yale University v. Benneson* (1960) 159 A.2d 169, 147 Conn. 254.

#### 4. Remedies

An injunction could be granted by analogy to the law of trade-marks, to a corporation, to restrain persons from adopting and using the same corporate name with that previously adopted, regularly and in good faith, by complainant. *Holmes, Booth & Haydens v. Holmes, Booth & Atwood Mfg. Co.* (1870) 37 Conn. 278, 9 Am.Rep. 324.

### § 35-2. Use of word "banking" and similar words as part of business name

No partnership, common law trust or association, or individual using a trade name, shall use, either as a part of its name or as a prefix or suffix thereto or as a designation of the business carried on by it, the word "bank," "banking," "banker," "bankers," "trust" or "savings," provided either the word "bankers" or the word "trust" may be so used when qualified and immediately preceded by the word "investment," but not followed by the word "company" or "corporation." The provisions of this section shall not apply to any charitable or athletic association and nothing herein shall be construed to affect the provisions of section 36-157.<sup>1</sup> No provision of this section shall prevent any association organized under the provisions of chapter 645<sup>2</sup> from

WARRANTEE DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, THAT MARY A. ZISK, and DONALD R. ZISK, both of the City of Roseville, County of Placer, and State of California, and EDWARD J. ZISK, of the Town of Pearl River, Parish of Saint Tammany, and State of Louisiana ("Grantors") for the consideration of TWO HUNDRED EIGHT THOUSAND THREE HUNDRED THIRTY THREE AND 32/100 (\$208,333.32) DOLLARS received to their full satisfaction of HIGH ST. ASSOCIATES, a Connecticut general partnership having its principal place of business at 1783 Saybrook Road, Haddam, Connecticut 06438 ("Grantee") do give, grant, bargain, sell and confirm their undivided ten-twelfths (10/12) interest unto the said Grantee HIGH ST. ASSOCIATES and unto its successors and assigns forever in the following described pieces:

All those certain pieces or parcels of land situated in the Village of Higganum, in the Town of Haddam, County of Middlesex and State of Connecticut, bounded and described as follows:

First Piece - The Homestead, so called, bounded by a line beginning on the highway at the northwest corner of said homestead property and running thence easterly by land of Frank Skrivanek, to land of Charles B. Carlson; thence southerly by lands now or formerly of Charles B. Carlson, Robert H. Carlson and Burr & Baroni, Incorporated, to land now or formerly of Carl Andeen; thence westerly by land of Carl Andeen to the highway; thence northerly by highway to land of Herbert S. Johnson; thence easterly, northerly and northwesterly by land of said Herbert S. Johnson and land of Charles B. Carlson to land of Mazie M. Carlson; thence northerly and westerly by land of said Mazie M. Carlson to the highway; thence northerly by highway to the point of beginning, containing by estimation twenty-four (24) acres, more or less, with the dwelling house and all other buildings and improvements thereon, together with such rights of way and rights to maintain water pipes appurtenant to the land granted as of record may appear, and especially as described in deed from Charles B. Carlson to Otto F. Carlson dated August 1, 1908 and recorded in Vol. 47, pages 420, 421, and 422 of the Haddam Land Records; the premises being also subject to certain rights of way and to maintain water pipes, as by record will appear and especially as described in deed from Otto F. Carlson to Gustaf B. Carlson dated September 9, 1913 and recorded in Vol. 51, at Page 228 of the Haddam Land Records, and in an agreement between Otto F. Carlson and Charles B. Carlson dated August 18, 1916 and recorded in Haddam Land Records, Vol. 51, at Page 393.

Second Piece - Being sprout land and containing seven (7) acres, more or less, bounded northerly and easterly by land now or formerly of Burr & Baroni, Incorporated; southerly by lands now or formerly of Mashinda and Carl Andeen and westerly by the Third Piece herein described, it being the second piece described in a deed from Charles B. Carlson to Otto F. Carlson dated August 1, 1908, recorded in Vol. 47, at Pages 420, 421, and 422 of the Haddam Land Records.

Third Piece - Being sprout land and containing one acre, more or less, bounded northerly by land formerly of Cyrus A. Hubbard, easterly by land formerly of Cyrus A. Hubbard, in part and partly by land formerly of James C. Walkley; southerly by land of Cyrus A. Hubbard and westerly by land formerly of Chauncey D. Skinner

229 <sup>17</sup>/<sub>100</sub> CONVEYANCE TAX RECEIVED  
*James P. Haggstad*  
 TOWN CLERK HADDAM

1,041 <sup>67</sup>/<sub>100</sub> STATE  
 CONVEYANCE TAX RECEIVED  
*James P. Haggstad*



- 2 -

being the same land described as the third piece in said deed of Carlson to Carlson, recorded in Vol. 47, at Pages 420-422 of said Haddam Land Records.

Excepting therefrom the following pieces:

1. A certain piece or parcel of land being 20 feet by 220 feet, more or less, easterly of the old bottling works as more fully described in a Quit Claim Deed from William W. Zisk and Mary A. Zisk to Buckley E. Johnson and Eric H. Johnson dated February 3, 1948 and recorded April 14, 1948 in Volume 73, at Page 351 of the Haddam Land Records.

2. A certain piece or parcel of land being 20 feet by 111 feet, more or less, northerly of the old bottling works as more fully described in a Quit Claim Deed from William W. Zisk and Mary A. Zisk to Jennie E. Johnson dated February 3, 1948 and recorded April 14, 1948 in Volume 73, at Page 353 of the Haddam Land Records.

3. A certain piece or parcel of land resulting from a "Boundary Agreement and Mutual Quit Claim" between William W. Zisk and Mary A. Zisk and Willard B. Marsden and Roslyn B. Marsden dated May 26, 1959 and recorded May 26, 1959 in Volume 90, at Page 438 of the Haddam Land Records.

Said premises are conveyed together with:

1. A right of way to pass and repass with teams and on foot over the May Lot as more fully described in a Quit Claim Deed from Charles B. Carlson to Otto F. Carlson dated August 1, 1908 and recorded August 19, 1908 in Volume 47, at Page 420 of the Haddam Land Records.

2. A right to lay, maintain and repair water pipes on said May Lot as more fully described in a Quit Claim Deed from Charles B. Carlson to Otto F. Carlson dated August 1, 1908 and recorded August 19, 1908 in Volume 47, at Page 420 of the Haddam Land Records.

3. A certain piece or parcel of land resulting from a "Boundary Agreement and Mutual Quit Claim" between William Zisk and Mary Zisk and Willard B. Marsden and Roslyn B. Marsden dated May 26, 1959 and recorded May 26, 1959 in Volume 90, at Page 438 of the Haddam Land Records.

4. Water rights or easements reserved over a 20 foot by 111 foot, more or less, area as more fully described in a Quit Claim Deed from William W. Zisk and Mary A. Zisk to Jennie E. Johnson dated February 3, 1948 and recorded April 14, 1948 in Volume 73, at Page 352 of the Haddam Land Records.

5. A right to require fence maintenance along the southerly half of a division fence along the easterly line of a 20 foot by 220 foot, more or less, piece of the old bottling works as more fully described in a Quit Claim Deed from William W. Zisk and Mary A. Zisk to Buckley E. Johnson and Eric H. Johnson dated February 3, 1948 and recorded April 14, 1948 in Volume 73, at Page 351 of the Haddam Land Records.

Said premises are conveyed subject to:

1. A right of way to pass with teams and on foot to the May Lot from the original bottling works as more fully described in a Quit Claim Deed from Otto F. Carlson to Charles B. Carlson dated

August 1, 1908 and recorded August 19, 1908 in Volume 47, at Page 422 of the Haddam Land Records.

2. A right to use, lay pipes and maintain and conduits to the May Lot from the original bottling works as more fully described in a Quit Claim Deed from Otto F. Carlson to Charles B. Carlson dated August 1, 1908 and recorded August 19, 1908 in Volume 47, at Page 422 of the Haddam Land Records.

3. A right to use water from two (2) springs and the right to lay and maintain pipes and to connect to present pipe lines from a lot north of the original bottling works as more fully described in a Quit Claim Deed from Otto F. Carlson to Gustaf B. Carlson dated September 9, 1913 and recorded November 22, 1913 in Volume 51, at Page 228 of the Haddam Land Records which two springs and pipe rights are more fully described and labeled as the Undina or Granite Rock Spring on the May Lot and the other known as Cold Spring or Boiling Spring on the Huntington Lot (Zisk) as contained in a Warranty Deed from Maizie M. Carlson to Jennie E. Johnson dated February 5, 1945 and recorded February 5, 1945 in Volume 70, at Page 108 of the Haddam Land Records.

4. An easement in common with others for the purpose of traveling on foot, with horses, cattle teams and motor vehicles being ten (10) feet in width along the easterly boundary of the old bottling works as more fully described in a "Right of Way" from William W. Zisk and Mary A. Zisk to Buckley E. Johnson and Eric H. Johnson dated July 17, 1947 and recorded February 14, 1948 in Volume 73, at Page 311 of the Haddam Land Records.

5. An obligation to maintain the northerly portion of a fence along the easterly boundary of the old bottling works as more fully described in a Quit Claim Deed from William W. Zisk and Mary A. Zisk to Buckley E. Johnson and Eric H. Johnson dated February 3, 1948 and recorded April 14, 1948 in Volume 73, at Page 351 of the Haddam Land Records.

6. Prescriptive rights of access to a certain piece or parcel of land known as Rockrimmon Lodge from the highway.

Said premises being a portion of the premises contained in a Warranty Deed from Beda L. Brainard to William W. Zisk and Mary A. Zisk dated December 3, 1943 and recorded December 4, 1943 in Volume 67, at Page 469 of the Haddam Land Records. Reference is also made to a Certificate of Distribution of Real Estate wherein the interest of William W. Zisk was distributed to Mary A. Zisk, William J. Zisk, Edward J. Zisk, Marion A. Krivanec and Donald R. Zisk by instrument dated March 11, 1971 and recorded March 22, 1971 in Volume 109, at Page 206 of the Haddam Land Records.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto it the said Grantee, and unto its successors and assigns forever, to it and their own proper use and behoof.

AND ALSO, the said Grantors do for themselves and their heirs, executors, administrators and assigns, covenant with the said Grantee and with its successors and assigns, that at and until the enrolling of these presents, we are well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and we have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all encumbrances whatsoever, except as hereinbefore mentioned.

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AND FURTHERMORE, the said Grantors, do by these presents, bind themselves and their heirs, executors, administrators and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to the said Grantee, and unto its successors and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 8TH day of May, in the year of our Lord nineteen hundred and ninety-one.

Signed, Sealed and Delivered  
in the Presence of:

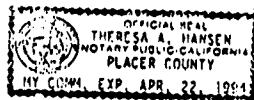
Renee Franks  
Renee Franks  
Ruth A. Robinson  
Ruth A. Robinson  
Renee Franks  
Renee Franks  
Ruth A. Robinson  
Ruth A. Robinson  
Wynne H. Chaurum  
Wynne H. Chaurum  
Kirk D. Chaurum  
Kirk D. Chaurum

Mary A. Zisk 5/7/91  
MARY A. ZISK  
Donald R. Zisk 5/8/91  
DONALD R. ZISK  
Edward J. Zisk 5/13/91  
EDWARD J. ZISK

STATE OF CALIFORNIA )  
COUNTY OF PLACER ) ss. Roseville MAY 8, 1991

On this the 8th day of May, 1991, before me, Theresa A. Hansen, the undersigned officer, personally appeared MARY A. ZISK known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained as her free act and deed.

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



Theresa A. Hansen  
Theresa A. Hansen  
Notary Public  
My commission expires: 4/22/94

STATE OF CALIFORNIA )  
COUNTY OF PLACER )

ss. Roseville

May 8, 1991

On this the 4<sup>th</sup> day of May, 1991, before me, Theresa A. Hansen, appeared DONALD R. ZISK known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained as his free act and deed.

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



Theresa A. Hansen  
Theresa A. Hansen  
Notary Public  
My commission expires: 4/22/94

STATE OF LOUISIANA )  
PARISH OF SAINT TAMMANY )

ss. Pearl River

May 13, 1991

On this the 13<sup>th</sup> day of May, 1991, before me, Rebecca D. Crawford, appeared EDWARD J. ZISK known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained as his free act and deed.

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

Rebecca D. Crawford  
Rebecca D. Crawford  
Notary Public  
My commission expires: for life

GRANTEE'S ADDRESS:

1781 Saybrook Road

Haddam, Connecticut 06438

RECEIVED FOR RECORD

6/3/91 at 12:00 P.

CLERK'S OFFICE

Ann P. Huppert

QUIT CLAIM DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, THAT MARY A. ZISK, and DONALD R. ZISK, both of the City of Roseville, County of Placer, and State of California, and EDWARD J. ZISK, of the Town of Pearl River, Parish of Saint Tammany, and State of Louisiana ("Releasors") for the consideration of ONE AND NO/100 (\$1.00) DOLLAR AND OTHER VALUABLE CONSIDERATION received to their full satisfaction of HIGH ST. ASSOCIATES, a Connecticut general partnership having its principal place of business at 1783 Saybrook Road, Haddam, Connecticut 06438 ("Releasee") do remise, release, and forever QUIT CLAIM unto the said HIGH ST. ASSOCIATES and unto its successors and assigns forever, all the right, title, interest, claim and demand whatsoever as we the said releasors have or ought to have in or to all those certain pieces or parcels of land situated in the Village of Higganum, in the Town of Haddam, County of Middlesex and State of Connecticut, bounded and described as follows:

First Piece - The Homestead, so called, bounded by a line beginning on the highway at the northwest corner of said homestead property and running thence easterly by land of Frank Skrivanek, to land of Charles B. Carlson; thence southerly by lands now or formerly of Charles B. Carlson, Robert H. Carlson and Burr & Baroni, Incorporated, to land now or formerly of Carl Andeen; thence westerly by land of Carl Andeen to the highway; thence northerly by highway to land of Herbert S. Johnson; thence easterly, northerly and northwesterly by land of said Herbert S. Johnson and land of Charles B. Carlson to land of Mazie M. Carlson; thence northerly and westerly by land of said Mazie M. Carlson to the highway; thence northerly by highway to the point of beginning.

Second Piece - Being sprout land bounded northerly and easterly by land now or formerly of Burr & Baroni, Incorporated; southerly by lands now or formerly of Mashinda and Carl Andeen and westerly by the Third Piece herein described.

Third Piece - Being sprout land bounded northerly by land formerly of Cyrus A. Hubbard, easterly by land formerly of Cyrus A. Hubbard, in part and partly by land formerly of James C. Walkley; southerly by land of Cyrus A. Hubbard and westerly by land formerly of Chauncey D. Skinner.

TO HAVE AND TO HOLD the premises, with all the appurtenances, unto the said Releasee its successors and assigns forever, so that neither we the Releasors nor our heirs nor any other persons under ourselves or them shall hereafter have any

NO CONVEYANCE TAX RECEIVED

*Ann P. Haffeteller*  
TOWN CLERK OF HADDAM

STATE  
NO CONVEYANCE TAX RECEIVED

*Ann P. Haffeteller*  
TOWN CLERK OF HADDAM

- 2 -

claim, right or title in or to the premises, or any part thereof, but therefrom we and they are by these presents forever barred and excluded.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 8TH day of May , 1991.

Signed, Sealed and Delivered  
in the Presence of:

Renee Zisk  
Renee Zisk

Ruth A. Robinson  
Ruth A. Robinson

Renee Zisk  
Renee Zisk

Ruth A. Robinson  
Ruth A. Robinson

Wayne M. Crawford  
Wayne M. Crawford

Kirk D. Chavum  
Kirk D. Chavum

Mary A. Zisk 5/8/91  
MARY A. ZISK

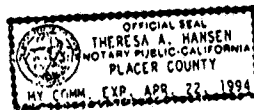
Donald R. Zisk 5/8/91  
DONALD R. ZISK

Edward J. Zisk 5/13/91  
EDWARD J. ZISK

STATE OF CALIFORNIA )  
COUNTY OF PLACER ) ss. Roseville May 8 , 1991

On this the 4th day of May , 1991, before me, Theresa A. Hansen, the undersigned officer, personally appeared MARY A. ZISK known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained as her free act and deed.

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



Theresa A. Hansen  
Theresa A. Hansen  
Notary Public  
My commission expires: 4/22/94

- 3 -

STATE OF CALIFORNIA )  
COUNTY OF PLACER )

ss. Roseville

May 8, 1991

On this the 4th day of May, 1991, before me, Theresa A. Hansen, appeared DONALD R. ZISK known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained as his free act and deed.

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



Theresa A. Hansen  
Theresa A. Hansen  
Notary Public  
My commission expires: 4/27/94

STATE OF LOUISIANA )  
PARISH OF SAINT TAMMANY )

ss. Pearl River May 13, 1991

On this the 13th day of May, 1991, before me, Rebecca D. Crawford appeared EDWARD J. ZISK known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained as his free act and deed.

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

Rebecca D. Crawford  
Rebecca D. Crawford  
Notary Public  
My commission expires: for life

GRANTEE'S ADDRESS:

1783 Saybrook Road  
Haddam, Connecticut 06438

RECEIVED FOR RECORD  
6/3 1991 12:27 P.  
TOWN CLERK'S OFFICE  
HADDAM, CONN.  
Ann P. Huffstetler

MORTGAGE DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, That HIGH ST. ASSOCIATES, a Connecticut general partnership having its principal place of business at 1783 Saybrook Road, Haddam, Connecticut 06438 (hereinafter referred to as Grantor), for the consideration of ONE HUNDRED EIGHTY THREE THOUSAND THREE HUNDRED THIRTY THREE AND 32/100 (\$183,333.32) DOLLARS received to its full satisfaction of MARY A. ZISK of 135 Cedar Street, Roseville, California 95678, EDWARD J. ZISK of 36524 Ed Yates Road, Pearl River, Louisiana 70452, and DONALD R. ZISK of P.O. Box 0327, Roseville, California 95661-0327 (hereinafter referred to as Grantees), does give, grant, bargain, sell and confirm unto the said MARY A. ZISK, EDWARD J. ZISK, and DONALD R. ZISK and unto their heirs, executors, administrators, successors and assigns forever three (3) certain pieces or parcels of land, together with all improvements thereon known as 106 High Street, Higganum, Connecticut containing approximately thirty-two (32) acres located on the easterly side of High Street and Killingworth Road in the Town of Haddam, County of Middlesex, and State of Connecticut and more specifically described in Schedule "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto the said Grantees, and unto their heirs and assigns forever, to them and their own proper use and behoof. AND ALSO the said Grantor does for itself and its successors and assigns covenant with the said Grantees, and with their heirs and assigns, that at and until the ensueing of these presents it is well seized of the premises as a good indefeasible estate in FEE SIMPLE; and has good right to bargain and sell the same in manner and form as above written; and that the same is free from all encumbrances whatsoever, except as above mentioned.

AND FURTHERMORE, the said Grantor does by these presents bind itself and its successors and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to the said Grantees, and their heirs and assigns forever, against all claims and demands whatsoever, except as above mentioned.

THE CONDITION OF THIS DEED IS SUCH, that whereas the said Grantor is justly indebted to the said Grantees in the sum of ONE HUNDRED EIGHTY THREE THOUSAND THREE HUNDRED THIRTY THREE AND 32/100 (\$183,333.32) DOLLARS as evidenced by a Mortgage Note for said sum, of even date herewith, a copy of which is attached hereto and made a part hereof, and whereas it is hereby agreed between the Grantor, for itself and its successors and assigns and the Grantees, and their heirs and assigns, as follows:

1. At and after such time as there are improvements on the premises the Grantor shall keep and maintain in force in respect to the premises insurance in such manner, form and amounts and with such companies as shall be reasonably satisfactory to the Grantees, such insurance is to be maintained for the benefit of and (subject to the rights of the holder of any prior mortgages) payable in case of loss as required by the Grantees.

2. All taxes, assessments, water rates and other governmental or municipal charges for which lien rights exist will be promptly paid by the Grantor and, if in default thereof, or if in default of payment of insurance premiums required hereunder, the Grantees may pay the same and add the amounts so paid to the debt secured hereby, provided that Grantees have given Grantor fifteen (15) days' notice of his intention to make such payments.



- 2 -

3. The Grantor shall keep the improvements now existing or hereafter erected or placed on the premises in good repair and condition.

4. Upon Grantor's failure to keep any of the agreements or provisions contained in the mortgage or in the mortgage note referred to above, or to make the payments provided for in the mortgage note in accordance with the terms thereof, then the entire principal sum secured hereby shall at once become due and payable at the option of the Grantees. It is agreed that the Grantees failure to exercise all rights hereunder upon any default shall not be deemed a waiver or relinquishment of their right to do so with respect to such default or upon any subsequent default.

5. The Grantor agrees that in the event the premises or any part thereof shall be taken or condemned for public or quasi-public purposes by the proper authorities, the Grantor shall have no claim against the award for damages, or be entitled to any portion of the award until the within mortgage shall be paid and all rights to damages of the Grantor are hereby assigned to the Grantees to the extent of any indebtedness that remains unpaid.

6. This mortgage shall be subordinated to a mortgage or mortgages on all or part of the premises mortgaged herein. Grantor agrees to use the proceeds of any such construction mortgage for the purpose of making subdivision improvements to the mortgaged premises or constructing dwellings thereon. The subordination of this mortgage, pursuant to Section 49-31c of the Connecticut General Statutes, is automatically effective at such time as the future construction mortgage or mortgages come into existence without the necessity of the subordinating party executing any further instruments unless required by the lender or the Grantor as may become necessary.

7. This mortgage shall further be subordinated to such easements, right of ways, conditions, declarations, restrictions and covenants as of record may appear or as may be recorded in the future for the purpose of making subdivision improvements to the mortgaged premises including but not limited to utility easements, drainage easements, roadways, other easements and right of ways, and declarations of restrictions and covenants. The Grantees shall execute any such subordination agreements as may be required by utility companies, governmental bodies or the Grantor as may become necessary.

8. The Grantees agree to release individual subdivision lots within the mortgaged premises (together with a right of way over any roadways to the mortgaged premises) from the lien and operation of this mortgage upon the payment by Grantor of twenty-five (25%) percent of the net proceeds remaining after such conveyance, if there are any, available after payment to prior mortgagees. Each such payment shall be applied in reduction of the outstanding principal balance under the note secured by this mortgage when not in default hereunder. In no event shall a final release be granted until such time as the remaining principal balance is paid in full.

9. Grantor shall perform all obligations under any mortgages prior in right to this mortgage, and any default under such prior mortgage shall be deemed a default hereunder.

10. Grantor shall not use the mortgaged premises in such a manner as to violate any applicable State or municipal approvals, codes, or regulations.

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11. If all or any part of the property or any interest in it is sold or transferred without Grantees prior written consent, Grantees may, at their option, require immediate payment in full of all sums secured by this mortgage.

NOW THEREFORE, if the Note secured hereby shall be well and truly paid according to its tenor, and if all agreements and provisions contained in said Note and contained in this Mortgage Deed are fully kept and performed, then this Deed shall become null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 23rd day of May, 1991.

Signed, Sealed and Delivered  
in the Presence of:

HIGH ST. ASSOCIATES  
A Connecticut General Partnership  
  
ARCHITECTS EQUITY, INC.  
A General Partner

Betty E. Wyatt  
Betty E. Wyatt  
Dean A. Thomasson  
Dean A. Thomasson

By: Steven A. Rocco  
Steven A. Rocco, Its President  
Duly Authorized

STATE OF CONNECTICUT     )  
COUNTY OF MIDDLESEX    ) ss. Middletown     May 23, 1991

On this the 23rd day of May, 1991, before me, personally appeared Steven A. Rocco, President of Architects Equity, Inc., who acknowledged himself to be the President of High St. Associates, a Connecticut General Partnership and that as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation and Partnership by himself as such President.

IN WITNESS WHEREOF, I hereunto set my hand.

Dean A. Thomasson  
Dean A. Thomasson  
Commissioner of the Superior Court  
XXXXXXXXXXXX

6-3-91 12:48 P  
TOWN CLERK  
HALL  
XXXXXXXXXXXX  
HRC-

## SCHEDULE A

All those certain pieces or parcels of land situated in the Village of Higganum, in the Town of Haddam, County of Middlesex and State of Connecticut, bounded and described as follows:

First Piece - The Homestead, so called, bounded by a line beginning on the highway at the northwest corner of said homestead property and running thence easterly by land of Frank Skrivanek, to land of Charles B. Carlson; thence southerly by lands now or formerly of Charles B. Carlson, Robert H. Carlson and Burr & Baroni, Incorporated, to land now or formerly of Carl Andeen; thence westerly by land of Carl Andeen to the highway; thence northerly by highway to land of Herbert S. Johnson; thence easterly, northerly and northwesterly by land of said Herbert S. Johnson and land of Charles B. Carlson to land of Mazie M. Carlson; thence northerly and westerly by land of said Mazie M. Carlson to the highway; thence northerly by highway to the point of beginning, containing by estimation twenty-four (24) acres, more or less, with the dwelling house and all other buildings and improvements thereon, together with such rights of way and rights to maintain water pipes appurtenant to the land granted as of record may appear, and especially as described in deed from Charles B. Carlson to Otto F. Carlson dated August 1, 1908 and recorded in Vol. 47, pages 420, 421, and 422 of the Haddam Land Records; the premises being also subject to certain rights of way and to maintain water pipes, as by record will appear and especially as described in deed from Otto F. Carlson to Gustaf B. Carlson dated September 9, 1913 and recorded in Vol. 51, at Page 228 of the Haddam Land Records, and in an agreement between Otto F. Carlson and Charles B. Carlson dated August 18, 1916 and recorded in Haddam Land Records, Vol. 51, at Page 393.

Second Piece - Being sprout land and containing seven (7) acres, more or less, bounded northerly and easterly by land now or formerly of Burr & Baroni, Incorporated; southerly by lands now or formerly of Mashinda and Carl Andeen and westerly by the Third Piece herein described, it being the second piece described in a deed from Charles B. Carlson to Otto F. Carlson dated August 1, 1908, recorded in Vol. 47, at Pages 420, 421, and 422 of the Haddam Land Records.

Third Piece - Being sprout land and containing one acre, more or less, bounded northerly by land formerly of Cyrus A. Hubbard, easterly by land formerly of Cyrus A. Hubbard, in part and partly by land formerly of James C. Walkley; southerly by land of Cyrus A. Hubbard and westerly by land formerly of Chauncey D. Skinner being the same land described as the third piece in said deed of Carlson to Carlson, recorded in Vol. 47, at Pages 420-422 of said Haddam Land Records.

MORTGAGE NOTE

\$183,333.32

Middletown, Connecticut  
May 23, 1991

FOR VALUE RECEIVED, the undersigned, HIGH ST. ASSOCIATES, a Connecticut general partnership having its principal place of business at 1783 Saybrook Road, Haddam, Connecticut 06438 ("Maker"), promises to pay to the order of MARY A. ZISK at 135 Cedar Street, Roseville, California 95678, EDWARD J. ZISK at 36524 Ed Yates Road, Pearl River, Louisiana 70452, and DONALD R. ZISK at P.O. Box 0327, Roseville, California 95661-0327 ("Holders") or at such other place or places as Holders may from time to time designate in writing, the principal sum of ONE HUNDRED EIGHTY THREE THOUSAND THREE HUNDRED THIRTY THREE AND 32/100 (\$183,333.32) DOLLARS with no interest from date on the unpaid balance; together with all taxes assessed hereon against the Holders hereof; and together with all costs of collection, including a reasonable attorney's fee in the event that this note when in default is referred to an attorney for collection, or to foreclose, defend or protect the mortgage by which it is secured.

The undersigned promises to pay the said principal as follows:

ONE HUNDRED EIGHTY THREE THOUSAND THREE HUNDRED THIRTY THREE AND 32/100 (\$183,333.32) DOLLARS with no interest on or before  
May 23, 1996.

The undersigned reserves the right, without penalty, to pay at any time the entire unpaid principal or any portion thereof on any day.

If default be made in any payment under the terms of this note and if such default in payment shall continue for ninety (90) days then the entire principal sum shall at once become due and payable at the option of the holders of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

The obligations under this note are secured by a mortgage by Maker on three (3) certain pieces or parcels of land together with all improvements thereon located on the easterly side of High Street and Killingworth Road, in the Town of Haddam, County of Middlesex, and State of Connecticut, known as 106 High Street Higganum, Connecticut containing approximately thirty-two (32) acres. It is understood that should this note be in default, the Holders' recourse is limited to their recovery against the mortgaged property and that there shall be no deficiency claim made against the Maker for any amounts in excess thereof.

HIGH ST. ASSOCIATES,  
A CONNECTICUT GENERAL PARTNERSHIP  
ARCHITECTS EQUITY, INC.,  
A General Partner

By: /s/ Steven A. Rocco  
Steven A. Rocco, Its President,  
Duly Authorized

Date 7/18/91

Certificate of Adoption of Trade Name To Be Filed  
With Town Clerk

To the Town Clerk of the Town of HADDAM  
(I am, we are) conducting and transacting business in said Town of HADDAM  
under the full name of HIGH STREET ASSOCIATES  
The mailing address is: 1783 SAYBROOK ROAD HADDAM  
Nature of business REAL ESTATE INVESTMENT & DEVELOPMENT

The full name of every person conducting or transacting said business, together with the post-office address of each said persons is as follows:

Name ARCHITECTS EQUITY INC. P.O. Address SAYBROOK RD HADDAM CT  
Name \_\_\_\_\_ P.O. Address \_\_\_\_\_  
Name \_\_\_\_\_ P.O. Address \_\_\_\_\_  
Name \_\_\_\_\_ P.O. Address \_\_\_\_\_

Signature Steven A. Puccio

RECEIVED FOR RECORD

7/18/91 at 11:45 M.  
TOWN CLERK'S OFFICE  
HADDAM, CONN.

John P. Hoffstetter  
TOWN CLERK

State of Connecticut

ss. HADDAM

County of Middlesex

July 18 19 91

Personally appeared

Steven A. Puccio

who subscribed and swore to the truth of the foregoing certificate and acknowledged that

He executed the same, before me.

PLEASE NOTE  
\$10.00 RECORDING FEE.

TOWN CLERK

TOWN CLERK'S OFFICE  
HADDAM, CONN.  
19 91 at 11:45

RECEIVED FOR RECORD

Yolanda M. Vellera Notary Public  
COMMISSIONER OF THE SUPERIOR COURT