

CHRONOLOGIC INDEX OF DEEDS  
ZISK FAMILY INTESTATE ESTATE

106 HIGH STREET, HIGGANUM, CONNECTICUT 06441

1. WARRANTEE DEED

Beda L. Brainard to William W. Zisk and Mary A. Zisk

Vol. 67 page 469

DATE: December 3, 1943

NOTE: Original Deed to 106 High Street, Higganum,  
Connecticut, 06441

2. CERTIFICATE OF DEATH OF WILLIAM W. ZISK

DATE: February 3, 1969

NOTE: William W. Zisk was a domiciliary of and owning property in the State of Connecticut, who was stricken with a fatal heart attack while temporarily residing in Roseville, Placer County, California, leaving no will. Mary A. Zisk "secretely" petitioned the Probate Court in Placer County, California, alleging to be the sole heir to the entire intestate estate of William W. Zisk, wherever situated; did not send "any notice" to any of the legal children heirs to the intestate estate; later, filed ancillary proceedings with Probate Court in Haddam, Connecticut, fraudulantly antedating the addition of "and waive notice of hearing thereon" to the application; the children

heirs to the intestate estate of William W. Zisk have never received any notice of any Probate Court hearings in either the California or Connecticut probate proceedings; and Mary A. Zisk submitted less than half of the intestate estate of William W. Zisk to the Haddam, Connecticut Probate Court to be subject to administration as a decedent estate; thus, the complete Connecticut intestate estate of William W. Zisk has never reached a dispositive conclusion under the Connecticut General Statutes of Intestate Succession; nor has the intestate estate of William W. Zisk ever been distributed to the legal children heirs to the estate, who inherited their interest in 106 High Street through the Connecticut General Statutes of Intestate Succession.

3. CERTIFICATE OF DISTRIBUTION OF REAL ESTATE

Vol. 109 page 206

DATE: March 11, 1971

NOTE: DEEDS of distribution of the intestate of William W. Zisk to the children heirs of the estate has never occurred.

4. QUIT CLAIM DEED

Marion A. (Zisk) Krivanec to William J. Zisk

Book 179 page 441

DATE: April 1, 1991

NOTE: Marion A. (Zisk) Krivanec conveyed all of her interest in the 106 High Street intestate estate over to William J. Zisk

5. WARRANTEE DEED

Mary A. Zisk, Donald R. Zisk and Edward J. Zisk to High ST. Associates, a Connecticut General Partnership

Book 180 page 230

DATE: MAY 8, 1991

NOTE: Mary A. Zisk, Donald R. Zisk and Edward J. Zisk did not have a 10/12 record DEED title ownership in 106 High Street on May 8, 1991 and the purported fictitious partnership of High ST. Associates was non-existent, and was not a Connecticut General Partnership on May 8, 1991.

6. QUIT CLAIM DEED

Mary A. Zisk, Donald R. Zisk and Edward J. Zisk to High ST. Associates, a Connecticut General Partnership

Book 180 page 235

DATE: May 8, 1991

NOTE: Same DEED deficiency of Zisk family members and non-existence of High ST. Associates on May 8, 1991 as Warrantee Deed Above; in addition, legal description

on Quit Claim Deed does not coincide with legal description of original Warrantee Deeds above (No. 1).

**7. MORTGAGE DEED AND NOTE**

High ST. Associates to Mary A. Zisk, Edward J. Zisk and Donald R. Zisk for \$183,333.32

Book 180 page 238

DATE: May 23, 1991

NOTE: The Mortgage Deed and Note purports to encumber the entire 32 acre 106 High Street, Zisk family intestate estate, including the entire interest of owner William J. Zisk, by a non-existant purported Connecticut General Partnership of High ST. Associates, whom has never paid one cent toward the purchase of any part of 106 High Street; the \$183,000.00 Mortgage Deed and Note was executed on May 23, 1991, by a non-existant fictitious name, High ST. Associates, interest free, with no payments due for 5 years, or until May 23, 1996.

**8. LIS PENDENS (PARTITION ACTION NO. TWO)**

High ST. Associates v. William J. Zisk, Middlesex Superior Court No. CV-91-0062496-S

Book 182 page 928

DATE: January 8, 1992

NOTE: Partition action No. CV-91-0062496-S was filed in Middlesex Superior Court on June 4, 1991; on that date,

High ST. Associates was non-existent: was not a Connecticut General Partnership; and was not the legal title owner of any part of the Zisk family intestate estate at 106 High Street:

9. CERTIFICATE OF DEATH OF MARY A. ZISK

DATE: September 8, 1994

NOTE: Mary A. Zisk expired in Roseville, California; Donald R. Zisk petitioned Probate Court in Placer County, California with a "copy" of a purported Holographic Will; Marion A. (Zisk) Krivanec and William J. Zisk filed written objections in Probate Court; Judge Garbolino granted "limited" authority to Donald R. Zisk, "only" with Court approval; as of April 11, 1997, Judge Garbolino has not granted "any" Court approval to Donald R. Zisk; and as of April 11, 1997, Donald R. Zisk has not submitted "any" inventory of the Estate of Mary A. Zisk in the State of California; and no ancillary probate proceedings have been commenced in Haddam, Connecticut as of April 11, 1997.

10. COMMITTEE DEED

Richard D. Carella (Committee) to High ST. Associates  
Vol. 199 page 885

DATE: SEPTEMBER 20, 1994

NOTE: FACTUAL BACKGROUND;

First partition action against William J. Zisk, Middlesex Superior Court No. CV-89-0056040-S, was filed by Steven A. Rocco as individual and as attorney in fact for Mary A. Zisk, Edward J. Zisk, Marion A. (Zisk) Krivanec, and Donald R. Zisk; trial in that matter was scheduled to be heard in Middlesex Superior Court on February 14, 1991 at 10 a.m., before Judge James M. Higgins; Mary A. Zisk, Donald R. Zisk, Marion A. (Zisk) Krivanec and William J. Zisk all traveled from California to Connecticut and were present before Judge Higgins on February 14, 1991 at 10 a.m.; Judge Higgins refused to go forward with the trial and ordered counsel to "clean up the pleadings"; Summary Judgment was granted in behalf of William J. Zisk by Judge Richard T. O'Connell on March 7, 1991, thereby terminating partition action No. CV-89-0056040-S; second partition action, No. CV-91-0062496-S, High ST. Associates v. William J. Zisk was commenced 3 months later, on June 4, 1991; Judge Higgins personally designated retired Appellate Court Judge Daniel F. Spallone to preside over Middlesex Superior Court No. CV-91-0062496-S as State Trial Referee; Judge Spallone thereafter DENIED 100% of every timely motion submitted to him by William J. Zisk and his Connecticut attorney, Paul Gozzi, and OVER-RULED 100% of every

timely OBJECTION submitted to Judge Spallone by William J. Zisk and his Connecticut attorney, Paul Gozzi, and then ordered the entire Zisk family intestate estate to be sold; William J. Zisk, through his attorney, Paul Gozzi, appealed Judge Spallone's Judgment and the Connecticut Appellate Court simply AFFIRMED Judge Spallone's Judgment, giving no reason or explanation, whatsoever; William J. Zisk petitioned the Connecticut Supreme Court, which also was simply DENIED; Attorney Richard D. Carella purportedly sold the entire Zisk family Intestate Estate to High ST. Associates on September 19, 1994; Middlesex Superior Court Judge, Julia Aurigemma approved the sale of the Zisk family estate on October 24, 1994, completely disregarding the vehement timely OBJECTIONS of owner William J. Zisk; hence, the Committee Deed.

11. **QUIT CLAIM DEED**

High ST. Associates to Steven A. Rocco and Jonathan Gottlieb, as tennants in common

Vol. 201 page 682

DATE: APRIL 7, 1995

NOTE: The fictitious purported oral partnership of High ST. Associates, comprised allegedly of Steven A. Rocco and Jonathan Gottlieb purported to Quit Claim the Zisk Family home at 106 High Street with a legal description of two acres, "TO THEMSELVES".

12. OPEN-END MORTGAGE (\$106,600.00)

Mortgagor Steven A. Rocco and Jonathan Gottlieb to Medallion Financial Services, Inc., A California Corporation

Vol. 201 page 684

DATE: April 7, 1995

NOTE: When the \$106,600.00 Open-End Mortgage was executed on the Zisk family home at 106 High Street, Steven A. Rocco and Jonathan Gottlieb were not the legal title owner of any part of the 106 High Street Zisk family Intestate Estate; the \$106,600.00 Open-End Mortgage executed to Medallion Financial Services of San Jose, California, was then transferred to Accubanc Mortgage Corporation in Dallas, Texas.

13. ASSIGNMENT OF MORTGAGE/DEED OF TRUST

Madallion Financial Services to Madallion Mortgage Company, a California Corporation

Vol. 261 page 693

DATE: April 7, 1995

NOTE: Security Instrument (106 High Street) executed by Steven A. Rocco and Jonathan Gottlieb.



14. MORTGAGE EXTENTION AGREEMENT

Agreement between High ST. Associates and Edward J. Zisk and Donald R. Zisk, Individually, and as Executor of the Estate of Mary A. Zisk

Vol. 202 page 679

DATE: March 30, 1995

NOTE: The \$183,000.00 mortgage executed by the fictitious non-existant Connecticut General Partnership, High ST. Associates on May 23, 1991, with no payments or interest due for five years, was extended for an additional five years, under the same conditions and terms of no interest or payments, signed by Donald R. Zisk, allegedly as Executor of the Estate of Mary A. Zisk; Mary A. Zisk expired on September 8, 1994; no inventory of the Estate of Mary A. Zisk has been submitted to "either" the Probate Court in Placer County, California or Haddam, Connecticut as of April 11, 1997; nor has any "Court authority" been granted to Donald R. Zisk to execute any documents as the Executor of the Estate of Mary A. Zisk, as of April 11, 1997; nor has any payment ever been made by the purported fictitious oral partnership of High ST. Associates toward the purported \$183,000.00 mortgage.

**15. QUIT CLAIM DEED**

High ST. Associates to Walkley Heights Associates

Vol. 209 page 587

DATE: October 30, 1996

NOTE: High ST. Associates of 1783 Saybrook Road, Haddam, Connecticut, purported to Quit Claim the 106 High Street Zisk family intestate estate over to Walkley Heights Associates of 1783 Saybrook Road, Haddam, Connecticut.

**16. SUBORDINATION AGREEMENT**

Subordination of the encumbered \$183,000.00 Mortgage from High ST. Associates in favor of Mary A. Zisk, Edward J. Zisk and Donald R. Zisk, dated May 23, 1991, to a secured First Mortgage in favor of Farmers and Mechanics Bank of 237 Main Street, Middletown, Connecticut for the purpose of obtaining a \$1,025,000.00 loan from Farmers and Mechanics Bank.

Vol. 209 page 605

DATE: October 17, 1996

NOTE: The initial \$183,000.00 mortgage executed by High ST. Associates in favor of Mary A. Zisk, Edward J. Zisk and Donald R. Zisk, dated May 23, 1991, was purported to be extended for an additional five years by Donald R. Zisk, as Executor of the Estate of Mary A. Zisk, who had no authorized Probate Court authority to do so; who in turn executed the subordination agreement to Farmers and Mechanics Bank with no Probate Court authority to do so.

17. CONSTRUCTION MORTGAGE DEED, ASSIGNMENT OF LEASES AND RENTS  
AND SECURITY AGREEMENT

THE MORTGAGED PROPERTY (SECURITY)

Mortgage between Walkley Heights Associates and Farmers  
and Mechanics Bank (\$1,025,000.00)

Vol. 209 page 614

DATE: October 30, 1996

NOTE: As security for the \$1,025,000.00 loan from Farmers and  
Mechanics Bank to Walkley Heights Associates, four  
already fully mortgaged parcels are listed under  
Schedule A; Parcel I is a portion of land mortgaged  
for \$250,000.00 in favor of Charles H. Upham (Grantee);  
Parcel II is omitted; Parcel III is a one acre parcel  
described as containing a log cabin, which does not  
exist; Parcel IV is the 32 acre Zisk family Intestate  
Estate, on which High ST. Associates purported to  
encumber the \$183,000.00 mortgage upon, none of which  
has ever been paid, and is currently in "DEFAULT", in  
consideration of the unauthorized signature of Donald  
R. Zisk, purported as Executor to the Estate of Mary A.  
Zisk, purporting to grant an extension of the \$183,000.00  
mortgage to May 23, 2001; Parcel V is encumbered with  
a \$105,000.00 mortgage in favor of Traian Neag and  
Frederick Norton (grantees), which has not been paid.

18. SUBORDINATION AGREEMENT

Walkley Heights Associates, desirous of obtaining a \$355,000.00 loan on the 106 High Street Zisk family Intestate Estate, from Farmers and Mechanics Bank, presently encumbered by a \$183,333.32 Mortgage "from" High ST. Associates in favor of Mary A. Zisk, Edward J. Zisk and Donald R. Zisk, dated May 23, 1991, thereafter Quit Claimed "from" High ST. Associates to Walkley Heights Associates, hereby surrender priority of \$183,333.32 Mortgage to Farmers and Mechanics Bank as secured by a Second Mortgage.

Vol. 209 page 674

DATE: October 17, 1996

NOTE: The 106 High Street Zisk family Intestate Estate, which is covered by the \$355,000.00 Mortgage to Farmers and Mechanics Bank, is also covered by the \$183,333.32 Mortgage, dated May 23, 1991, "from" High ST. Associates, in favor of Mary A. Zisk, Edward J. Zisk and Donald R. Zisk, and which is currently in DEFAULT for failure of High ST. Associates to make "ANY" payments during the Mortgage five year tenure, ending on May 23, 1996; the \$183,333.32 Mortgage is the same vehicle used by Steven A. Rocco and/or High ST. Associates to institute the "second" unlawful partition action, Middlesex Superior Court No. CV-91-0062496-S (High ST. Associates v. William J. Zisk) commenced on June 4, 1991 against "OWNER" William J. Zisk; the \$183,333.32 unpaid Mortgage

was purportedly extended interest free and with no payments for an additional 5 years, to May 23, 2001, by Donald R. Zisk, purportedly as Executor to the Estate of Mary A. Zisk; Donald R. Zisk has not been granted "ANY" Probate Court authority by the Placer County, California Probate Court to execute "ANY" documents as the Executor to the Estate of Mary A. Zisk as of April 11, 1997, and no ancillary probate proceedings have yet been filed with the Haddam, Connecticut Probate Court, in regard to the Estate of Mary A. Zisk; the \$355,000.00 loan executed by Walkley Heights Associates and/or High ST. Associates and the Farmers and Mechanics Bank, as well as the \$1,025,000.00 loan executed by the same parties, was sanctioned and authorized by Paul J. Lamonica, Vice President of the Farmers and Mechanics Bank, 237 Main Street, Middletown, Connecticut; the loan transactions were executed and filed with the Town Clerk's Office of the Town of Haddam, Connecticut on November 1, 1996; the merger and/or transition between the Farmers and Mechanics Bank, 237 Main Street, Middletown, Connecticut and the Citizens Bank of Connecticut took place just 3 days later, on November 4, 1996

19.

FARMERS AND MECHANICS BANK (\$355,000.00)

COMMERCIAL OPEN END MORTGAGE DEED & NOTE # 13-10-201 & 13-10-202

Mortgage, dated October 30, 1996 between the Mortgagor[s] Walkley Heights Associates, Architects Equity Inc., ACF Inc., and Acees Management Inc., (Borrowers) and Mortgagee, Farmers and Mechanics Bank of 237 Main Street, Middletown, Connecticut (Lender), Grants and conveys to Lender, the real property described in "Schedule A" (Parcel IV, 106 High Street Zisk family Intestate Estate), that the Borrower is lawfully seized in fee simple of the mortgaged Property and has the right, full power and lawful authority to sell and convey the same to Lender and that the Property is unencumbered, except for encumbrances of record.

Vol. 209 page 683

DATE: October 30, 1996

NOTE: (1) the 106 High Street Zisk family Intestate Estate, which is covered by the \$355,000.00 Mortgage to Farmers and Mechanics Bank, is also covered by the \$183,333.32 Mortgage, dated May 23, 1991, which encumbers the entire portion of the 106 High Street Zisk family Intestate Estate "OWNED" by William J. Zisk, "from" the fictitious non-existant High ST. Associates, in favor of Mary A. Zisk, Edward J. Zisk and Donald R. Zisk, is currently in DEFAULT for failure of High ST. Associates to make "ANY" payments during the five year tenure of the Mortgage ending on May 23, 1996; (2) the \$183,333.32 Mortgage is the same vehicle used by Steven A. Rocco

and/or High ST. Associates to institute the "second" unlawful partition action, Middlesex Superior Court No. CV-91-0062496-S (High ST. Associates v. William J. Zisk) commenced on June 4, 1991 against "OWNER" William J. Zisk; (3) Steven A. Rocco and/or High ST. Associates testified under oath on two different occasions that the fictitious oral partnership of High ST. Associates was non-existent on May 8, 1991 when the purported Quit Claim and Warrantee DEEDS were alleged to have been executed by Mary A. Zisk, Edward J. Zisk and Donald R. Zisk and on May 23, 1991, when the \$183,333.32 Mortgage Deed and Note was alleged to have been executed by High ST. Associates; (4) the \$183,333.32 unpaid Mortgage executed by Steven A. Rocco and/or High ST. Associates, was purportedly extended, interest free and with no payments for an additional 5 years, to May 23, 2001, by Donald R. Zisk purportedly as Executor to the Estate of Mary A. Zisk; (5) Donald R. Zisk has not been granted "ANY" Probate Court authority by the Placer County, California Probate Court to execute "ANY" documents as the Executor to the Estate of Mary A. Zisk as of April 11, 1997, and no ancillary probate proceedings have yet been filed with the Haddam, Connecticut Probate Court, in regard to the Estate of Mary A. Zisk; (6) the \$355,000.00 loan executed by Walkley Heights Associates and/or High ST. Associates and the Farmers and Mechanics Bank, as well as the

\$1,025,000.00 loan executed by the same parties, was sanctioned and authorized by Paul J. Lamonica, Vice President of the Farmers and Mechanics Bank, 237 Main Street, Middletown, Connecticut; (7) the loan transactions were executed and filed with the Town Clerk's Office of the Town of Haddam, Connecticut on November 1, 1996; (8) the merger and/or transition between the Farmers and Mechanics Bank, 237 Main Street, Middletown, Connecticut and the Citizens Bank of Connecticut took place just 3 days later, on November 4, 1996.

VERIFICATION

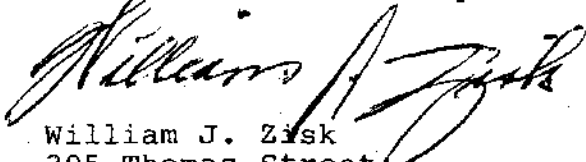
State of Connecticut, County of Middlesex  
State of California, County of Placer

I WILLIAM J. ZISK declare:

I, WILLIAM J. ZISK, am an owner of the Zisk family Intestate Estate located at 106 High Street, Higganum, Connecticut 06441. I have read the foregoing CHRONOLOGIC INDEX OF DEEDS and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein alleged on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury pursuant to the laws of the State of Connecticut and the State of California that the foregoing is true and correct, and if called to testify as a witness in this matter can testify competently as to the matters of fact contained herein based upon personal knowledge.

EXECUTED this 15th day of May, 1997 at Roseville, California

  
William J. Zisk  
205 Thomas Street  
Roseville, California 95678  
Telephone (916) 782-2233  
Telecopier (916) 783-3408



Warranted Deed

To all People to whom these Presents shall come, Greeting:  
 Know ye, that I, Bida L. Brainard of the Town of Haddam, County of Middlesex and State of Connecticut, for the consideration of one dollar and other valuable consideration received to my full satisfaction of William W. Gisk and Mary A. Gisk, husband and wife, both of the Town of Middletown, in said County and State, do give, grant, bargain, sell and confirm unto the said William W. Gisk and Mary A. Gisk all those certain three 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 Skrivanski, 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 Andew; thence westerly by land of Carl Andew 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 Magie M. Carlson; thence northerly and westerly by land of said Magie 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 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, page 228 of Haddam Land Records, and in agreement between Otto F. Carlson and Charles B. Carlson dated August 18, 1916 and recorded in Haddam Land Records, Vol. 57, page 393; these premises being the same as those included in mortgage deed from Otto F. Carlson to Gustaf B. Carlson, dated August 1, 1908, recorded in Vol. 49, page 257 of Haddam Land Records.

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 Andew and westerly by the third Piece herein described, it being the second piece described in deed from Charles B. Carlson to Otto F. Carlson, dated August 1st, 1908, recorded in Vol. 47, pages 420, 421 and 422 of 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 formerly 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, pages 420-422 of said Haddam Land Records.

The property herein conveyed is the same and all the same property as came to the grantor from the Estate of Per. In the, late F. Carlson, by Certificate of Devise dated October 10, 1939, and recorded in Vol. 60, page 348 of the Land Records of said Town of Haddam.



To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto them the said grantees their heirs and assigns forever, to them and their own proper use and behoof. And also I, the said grantor do for myself my heirs, executors, and administrators, covenant with the said grantees their heirs, successors and assigns, that at and until the sealing of these presents, I am well seized of the premises, as a good indefeasible estate in Fee Simple; and 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 above stated.

And Furthermore, I the said grantor do by these presents bind myself and my heirs forever to Warrant and Defend the above granted and bargained premises to them the said grantees their heirs, successors and assigns, against all claims and demands whatsoever, except as above stated.

In Witness Whereof, I have hereunto set my hand and seal this 3rd day of December in the year of our Lord nineteen hundred and forty-three.

Signed, Sealed and Delivered in the presence of

L. Horatio Biglow

Christine F. Mac Lint Bida L. Brainard

State of Connecticut

County of Middlesex

} ss Middletown December 3rd A.D. 1943

Personally Appeared Bida L. Brainard

Signer and Sealer of the foregoing Instrument, and acknowledge the same to be her free act and deed before me.

L. Horatio Biglow

Commissioner of the Superior Court  
for New London County

Received for record December 4th. 1943 at 10 A.M.

Recorded by Belle D. Russell Acting Town Clerk.

**FILED**  
JUN 25 1974

VOL. 11 PAGE: 94 Death  
THIS IS TO CERTIFY THAT IF BEARING  
THE SEAL OF THE RECORDER'S OFFICE  
OF PLACER COUNTY, CALIFORNIA, THIS  
IS A TRUE AND CORRECT COPY OF THE  
RECORD ON FILE IN SAID OFFICE.  
MAURINE I. DOBBS - - - RECORDER  
BY: *Charles Swinley* DATED: 6/17/74  
Deputy

MAURINE I. DOBBS  
COUNTY CLERK OF PLACER COUNTY  
DEPUTY

**CERTIFICATE OF DEATH**

3100

81

1. NAME OF DECEASED—FIRST NAME		2. MIDDLE NAME		3. LAST NAME		4. DATE OF DEATH—MONTH DAY YEAR		5. HOUR	
William		Valenti		Zisk		7-3-1969		2:50 A.M.	
6. SEX	7. COLOR OF SKIN	8. BIRTHPLACE—COUNTRY		9. DATE OF BIRTH		10. AGE—LAST BIRTHDAY		11. MARITAL STATUS	
Male	White	Connecticut		9-14-1906		67		Married	
12. NAME AND BIRTHPLACE OF FATHER				13. MOTHER'S NAME AND BIRTHPLACE OF MOTHER					
William W. Zisk Poland				Anna Colas Poland					
14. CITIES OF WHAT COUNTRY		15. SOCIAL SECURITY NUMBER		16. STATE OF MARRIAGE		17. NAME OF SURVIVING SPOUSE IN CASE OF DECEASED SPOUSE			
U. S. A.		042-14-6576		Married		Mary Wolenski			
18. LAST OCCUPATION		19. TYPE OF OCCUPATION		20. NAME OF EMPLOYER OR BUSINESS		21. KIND OF INDUSTRY OR BUSINESS			
Machinist		17		Standard-Knopp		Machinist			
22. PLACE OF DEATH—NAME OF HOSPITAL OR OTHER INSTITUTION				23. STREET ADDRESS—CITY AND STATE				24. COUNTY	
Roseville Community Hospital				333 Sunrise Ave.				Yes	
25. CITY OR TOWN				26. COUNTY				27. DATE OF DEATH IN CASE OF DEATH	
Roseville				Placer				One 6 Months 11	
28. USUAL RESIDENCE—STREET ADDRESS PERMIT AND NUMBER OR LOCATION				29. NAME AND MAILING ADDRESS OF INFORMANT					
115 Linda Dr. Apt. 74				Mary Zisk					
30. CITY OR TOWN				31. STATE				32. DATE SIGNED	
Roseville				California				2/5/69	
33. PHYSICIAN—NAME AND ADDRESS				34. PHYSICIAN OR CORONER'S SIGNATURE AND ADDRESS				35. DATE SIGNED	
2/5/69 2/3/69 2/3/69				406 Sunrise Ave. Roseville				C-28231	
36. DATE OF BIRTH				37. NAME OF CLERK OF CORONARY				38. SIGNATURE—CLERK OF CORONARY	
2-5-1969				Roseville District Code				Charles E. Cole 5793	
39. NAME OF FUNERAL DIRECTOR AND PLACE WHERE BURIED				40. LOCAL REGISTRAR—SIGNATURE				41. DATE SIGNED	
Lachere Funeral Home				Gordon E. Seck M. D.				2-5-69	
42. PART I. DEATH WAS CAUSED BY				43. PART II. OTHER SIGNIFICANT CONDITIONS—CONTRIBUTING TO DEATH OR NOT				44. DATE SIGNED	
(a) (b) (c) (d) (e) (f) (g) (h) (i) (j) (k) (l) (m) (n) (o) (p) (q) (r) (s) (t) (u) (v) (w) (x) (y) (z)				45. DATE SIGNED				46. DATE SIGNED	
47. PLACE OF BURIAL—CITY AND STATE				48. DATE OF BURIAL				49. NAME OF BURIAL PLACE	
50. PLACE OF BURIAL—CITY AND STATE				51. DATE OF BURIAL				52. NAME OF BURIAL PLACE	
53. PLACE OF BURIAL—CITY AND STATE				54. DATE OF BURIAL				55. NAME OF BURIAL PLACE	
56. PLACE OF BURIAL—CITY AND STATE				57. DATE OF BURIAL				58. NAME OF BURIAL PLACE	
59. PLACE OF BURIAL—CITY AND STATE				60. DATE OF BURIAL				61. NAME OF BURIAL PLACE	
62. PLACE OF BURIAL—CITY AND STATE				63. DATE OF BURIAL				64. NAME OF BURIAL PLACE	
65. PLACE OF BURIAL—CITY AND STATE				66. DATE OF BURIAL				67. NAME OF BURIAL PLACE	
68. PLACE OF BURIAL—CITY AND STATE				69. DATE OF BURIAL				70. NAME OF BURIAL PLACE	
71. PLACE OF BURIAL—CITY AND STATE				72. DATE OF BURIAL				73. NAME OF BURIAL PLACE	
74. PLACE OF BURIAL—CITY AND STATE				75. DATE OF BURIAL				76. NAME OF BURIAL PLACE	
77. PLACE OF BURIAL—CITY AND STATE				78. DATE OF BURIAL				79. NAME OF BURIAL PLACE	
80. PLACE OF BURIAL—CITY AND STATE				81. DATE OF BURIAL				82. NAME OF BURIAL PLACE	
83. PLACE OF BURIAL—CITY AND STATE				84. DATE OF BURIAL				85. NAME OF BURIAL PLACE	
86. PLACE OF BURIAL—CITY AND STATE				87. DATE OF BURIAL				88. NAME OF BURIAL PLACE	
89. PLACE OF BURIAL—CITY AND STATE				90. DATE OF BURIAL				91. NAME OF BURIAL PLACE	
92. PLACE OF BURIAL—CITY AND STATE				93. DATE OF BURIAL				94. NAME OF BURIAL PLACE	
95. PLACE OF BURIAL—CITY AND STATE				96. DATE OF BURIAL				97. NAME OF BURIAL PLACE	
98. PLACE OF BURIAL—CITY AND STATE				99. DATE OF BURIAL				100. NAME OF BURIAL PLACE	

CERTIFICATE OF DISTRIBUTION OF REAL ESTATE

STATE OF CONNECTICUT)

: ss Haddam Probate Court

March 11, 1971

COUNTY OF MIDDLESEX )

I, Janet M. Kellner, Clerk of the Court of Probate of Haddam in said State, and keeper of the seal thereof, do certify that it appears from the records and files of this Court that William W. Zisk died a resident of County of Placer, California, owning property in said District on the 3rd day of February, 1969, intestate; that on the 17th day of January, 1970, Ancillary Administration on the estate of said deceased was granted to Mary A. Zisk, which appointment is still in full force and effect, and that on the 14th day of March, A.D. 1970 by decree as of record will more fully appear said Court limited and allowed three months thereafter for the presentation of all claims against said deceased to the administrator of said estate and directed that public notice of said limitation be given as by statute required; that after the expiration of said three months said ancillary administratrix filed in Court an administration account and other returns, which have been accepted by the Court, from which it appears that public notice of said limitation was given as directed in said order and that all claims against said deceased presented to said ancillary administratrix within said time limited have either been paid, settled, or barred by law, and that all succession or inheritance taxes due the State of Connecticut have been fully paid and satisfied.

I further certify that the heirs-at-law and distributees of said estate have been ascertained by this Court to be

Mary A. Zisk	Wife		one-third
William J. Zisk	Son	)	
Edward J. Zisk	Son	)	
✓ Marion A. Krivanec	Daughter	)	two-thirds
Donald R. Zisk	Son	)	

who took by inheritance all such right, title and interest as said deceased had at the time of his decease in and to four certain parcels of real estate situated in the Town of Haddam, County of Middlesex, State of Connecticut and more particularly bounded and described as follows, to wit:

FIRST PARCEL

An undivided one-third (1/3) interest in and to a certain piece or parcel of land, together with all the buildings and improvements thereon, located on the southerly side of Little City Road and the westerly side of Burr Road in the Town of Haddam, County of Middlesex, State of Connecticut, and containing sixty-eight (68) acres, more or less, and more particularly bounded and described as follows:

NORTHERLY	by Little City Road and land now or formerly of Edward Jansen, partly by each;
EASTERLY	by Burr Road, land now or formerly of the Estate of Stella Stackpole, and land now or formerly of Charles E. Jackson, partly by each;
SOUTHERLY	by land now or formerly of the Estate of Stella Stackpole and land now or formerly of Charles E. Jackson, partly by each; and
WESTERLY	by land now or formerly of Edward Jansen and land now or formerly of the Estate of Stella Stackpole, partly by each.

Being the same premises conveyed to said decedent, William Zisk, Mary A. Zisk and Edward J. Zisk by Warranty Deed of Helen Simkus, dated March 26, 1960 and

Certificate of Distribution  
Estate of William W. Zisk

page 2

and recorded in the Haddam Land Records, Volume 91, page 318.

SECOND PARCEL

An undivided one-half (1/2) interest in a certain piece or parcel 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:

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 & Barona, 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 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, page 228 of Haddam Land Records, and in agreement between Otto F. Carlson and Charles B. Carlson dated August 18, 1916 and recorded in Haddam Land Records, Vol. 57, page 393.

THIRD PARCEL one-half (1/2) interest.

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

FOURTH PARCEL one-half (1/2) interest.

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 formerly 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, pages 420-422 of said Haddam Land Records.

Said Second Parcel, Third Parcel and Fourth Parcel are the same premises described as the First Piece, Second Piece and Third Piece, respectively, in a deed to the decedent William W. Zisk and Mary A. Zisk from Bada L. Brainerd, dated December 3, 1943 and recorded in the Haddam Land Records, Vol. 67, page 469.

IN TESTIMONY whereof, I have hereunto set my hand and affixed the seal of said Court on this 11th day of March, 1971.

Attest

*Janet M. Keller*  
Clerk

RECEIVED FOR RECORD

3/22 1971 at 9:00 A.M.  
TOWN CLERK'S OFFICE  
HADDAM, CONN.

*Bushnell P. Ransom*

BOOK 179 PAGE 044  
QUIT CLAIM DEED - STATUTORY FORM

MARION A. KRIVANEC

of the Town of Walnut Creek and State of California

for consideration paid, grant to WILLIAM J. ZISK

of the Town of Roseville and State of California

with QUIT-CLAIM COVENANTS

(Description and encumbrances, if any and any additional provisions)

All my right, title, interest in and to four certain parcels of real estate situated in the Town of Haddam, County of Middlesex, State of Connecticut and more particularly bounded and described as follows, to wit:

FIRST PARCEL

An undivided one-third (1/3) interest in and to a certain piece or parcel of land, together with all the buildings and improvements thereon, located on the southerly side of Little City Road and the westerly side of Burr Road in the Town of Haddam, County of Middlesex, State of Connecticut, and containing sixty-eight (68) acres, more or less, and more particularly bounded and described as follows:

NORTHERLY by Little City Road and land now or formerly of Edward Jansen, partly by each;  
EASTERLY by Burr Road, land now or formerly of the Estate of Stella Stackpole, and land now or formerly of Charles E. Jackson, partly by each;  
SOUTHERLY by land now or formerly of the Estate of Stella Stackpole and land now or formerly of Charles E. Jackson, partly by each; and  
WESTERLY by land now or formerly of Edward Jansen and land now or formerly of Stella Stackpole, partly by each.

SECOND PARCEL

An undivided one-half (1/2) interest in a certain piece or parcel 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:

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 M. Carlson and Burr & Barone, Incorporated, to land now or formerly of Carl Andean; thence westerly by land of Carl Andean 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 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, page 228 of Haddam Land Records, and in agreement between Otto F. Carlson and Charles B. Carlson dated August 18, 1916 and recorded in Haddam Land Records, Vol. 57, page 393.

NO CONVEYANCE TAX RECEIVED

*Ann P. Hoffstetter*  
TOWN CLERK OF HADDAM

STATE  
NO CONVEYANCE TAX RECEIVED

*Ann P. Hoffstetter*  
TOWN CLERK OF HADDAM

RECEIVED FOR RECORD  
44 19 21  
TOWN CLERK'S OFFICE  
HADDAM, CT

*Ann P. Hoffstetter*

THIRD PARCEL one-half (1/2) interest

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

FOURTH PARCEL one-half (1/2) interest

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 formerly 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, pages 420-422 of said Haddam Land Records.

Being the same premises as described in a Certificate of Distribution of Real Estate dated March 11, 1971 and recorded March 22, 1971 in Volume 109 at Page 206 of the Haddam Land Records.

Signed this

25th

day of

March

1991

Witnessed by:

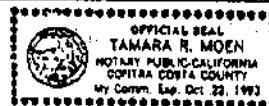
Dennis J. Altier

Tamara R. Moen

MARION A. KRIVANEC

State of ~~California~~ California  
County of Contra Costa

ss:



Personally Appeared Marion A. Krivanec

Signer and Sealer of the foregoing Instrument, and acknowledged the same to be her free act and deed before me,

Latest mailing address of Grantor:

No. and Street 205 Thomas Street

City Roseville

State CA Zip 95678

Notary Public

My Commission Expires 10-27-93

Title of Officer

WARRANTY 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 Skrivaneck, 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>12</sup>/<sub>100</sub> CONVEYANCE TAX RECEIVED  
*James P. Hoffstadter*  
 TOWN CLERK HADDAM

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



- 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

- 3 -

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.

- 4 -

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 Griffin  
Renee Griffin

Ruth A. Robinson  
Ruth A. Robinson

Ruth A. Robinson  
Ruth A. Robinson

Ruth A. Robinson  
Ruth A. Robinson

Walter J. Crawford  
Walter J. Crawford

Kirk D. Chakrum  
Kirk D. Chakrum

Mary A. Zisk 5/7/91  
MARY A. ZISK

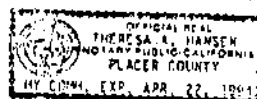
Donald A. Zisk 5/8/91  
DONALD A. ZISK

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: 4/22/91

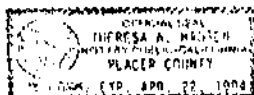
STATE OF CALIFORNIA )  
COUNTY OF PLACER )

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: 4/22/91

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 at 12:00 PM

CLERK'S OFFICE

Gina P. Huffstetter

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

TOWN CLERK OF HADDAM

STATE  
NO CONVEYANCE TAX RECEIVED

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 Foster  
Renee Foster  
Ruth A. Robinson  
Ruth A. Robinson  
Renee Foster  
Renee Foster  
Ruth A. Robinson  
Ruth A. Robinson  
Wayne M. Crawford  
Wayne M. Crawford  
Kirk D. Channon  
Kirk D. Channon

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

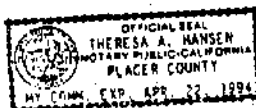
STATE OF CALIFORNIA  
COUNTY OF PLACER

ss. Roseville

May 8, 1991

On this the 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

- 3 -

STATE OF CALIFORNIA }

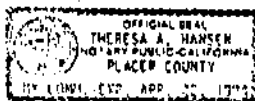
COUNTY OF PLACER }

ss. Roseville

May 8, 1991

On this the 8th 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: 4/21/94

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:

1781 Saybrook RoadHaddam, Connecticut 06438

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

Ann R. 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 sealing 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.

- 3 -

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. Hyatt  
Betty E. Hyatt  
Dean A. Thomason  
Dean A. Thomason

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. Thomason  
Dean A. Thomason  
Commissioner of the Superior Court  
Middletown, CT

63-10-91 12:08 P  
TOWN  
HALL  
Middletown, CT  
HTE

## 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

NO. 62496

HIGH STREET ASSOCIATES

V.

WILLIAM J. ZISK

: SUPERIOR COURT

: JUDICIAL DISTRICT OF  
MIDDLESEX AT MIDDLETOWN

: JANUARY 8, 1992

LIS PENDENS

TO WHOM IT MAY CONCERN, TAKE NOTICE, that an action has been brought to the SUPERIOR COURT being the Docket Number and case title as set forth above and returnable on July 16, 1991 in the Judicial District of Middlesex at Middletown, in which High Street Associates of 1783 Saybrook Road, Haddam, Connecticut, is the plaintiff, and William J. Zisk of 205 Thomas Street, Roseville, California 95678 is defendant.

The purpose of this action is to partition real property located on High Street in the Town of Haddam, Connecticut owned by the above named parties.

The property affected by said partition action is more particularly described in Schedule A attached hereto and incorporated herein.

Dated at Middletown, Connecticut this 8th day of January, 1992.

PLAINTIFF

By 

Joseph E. Milardo, Jr., of  
Jozus, Milardo & Thomasson  
Its Attorney

## 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 W. 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 391.

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.

182-14-92-245-P  
TOWN OF HADDAM  
MIDDLESEX COUNTY  
CONNECTICUT

*Ann P. Huffstetter*

# CERTIFICATION OF VITAL RECORD

OFFICE OF THE RECORDER

## COUNTY OF PLACER

Auburn, California 95603

### CERTIFICATE OF DEATH

STATE OF CALIFORNIA  
USE BLACK INK OR TYPE IN CAPITAL LETTERS. WHITEOUTS OR ALTERATIONS  
VOID AFTER 7/92

3 1994 31 000998

STATE FILE NUMBER		LOCAL REGISTRATION NUMBER	
1. NAME OF DECEASED—FIRST (GIVEN) <b>Mary</b>		2. MIDDLE <b>Annette</b>	
3. LAST (FAMILY) <b>Zisk</b>			
4. DATE OF BIRTH MM/DD/CCYY <b>12/03/1912</b>	5. AGE YRS. <b>81</b>	6. SEX <b>F</b>	7. DATE OF DEATH MM/DD/CCYY <b>09/08/1994</b>
8. STATE OF BIRTH <b>CT</b>	9. SOCIAL SECURITY NO. <b>042-14-6126</b>	10. MARRIAGE SERVICE <b>NO</b>	11. MARITAL STATUS <b>Widowed</b>
12. RACE <b>Cauc.</b>	13. HISPANIC—SPECIFY <b>NO</b>	14. USUAL EMPLOYER <b>Pratt &amp; Whitney Co</b>	15. YEARS IN OCCUPATION <b>15</b>
16. OCCUPATION <b>Assembly Line</b>		17. TYPE OF BUSINESS <b>Aircraft, Jet</b>	
18. RESIDENCE—STREET AND NUMBER OR LOCATION <b>135 Cedar Street</b>			
19. CITY <b>Roseville</b>	20. COUNTY <b>Placer</b>	21. ZIP CODE <b>95678</b>	22. YEARS IN COUNTY <b>27</b>
23. NAME, RELATIONSHIP <b>Donald Zisk - Son</b>		24. MARITAL ADDRESS (STREET AND NUMBER OR RURAL ROUTE NUMBER, CITY OR TOWN, STATE, ZIP) <b>637 Encinal Avenue Roseville, Ca 95678</b>	
25. NAME OF SURVIVING SPOUSE—FIRST <b>Marcel</b>		26. MIDDLE <b>—</b>	
27. NAME OF FATHER—FIRST <b>Antonina</b>		28. MIDDLE <b>—</b>	
29. NAME OF MOTHER—FIRST <b>—</b>		30. MIDDLE <b>—</b>	
31. DATE MM/DD/CCYY <b>09/15/1994</b>		32. PLACE OF FINAL DISPOSITION <b>Roseville Cemetery, Roseville, Ca</b>	
33. TYPE OF DISPOSITION <b>BU</b>		34. SIGNATURE OF EMBALMER <i>Michelle Smith</i>	
35. NAME OF FUNERAL DIRECTOR <b>Lambert Funeral Home</b>		36. LICENSE NO. <b>8064</b>	
37. DATE MM/DD/CCYY <b>09/14/1994</b>		38. SIGNATURE OF LOCAL REGISTRAR <i>Richard D. W. Smith</i>	
39. PLACE OF DEATH <b>Roseville Hospital</b>		40. COUNTY <b>Placer</b>	
41. STREET ADDRESS—STREET AND NUMBER OR LOCATION <b>333 Sunrise Ave</b>		42. CITY <b>Roseville</b>	
43. DEATH WAS CAUSED BY: ENTER ONLY ONE CAUSE PER LINE FOR A, B, C, AND D <b>(A) Myocardial Infarction</b>		44. TIME INTERVAL BETWEEN ONSET AND DEATH <b>Mins</b>	
45. IMMEDIATE CAUSE <b>(B) Arteriosclerotic Heart Disease</b>		46. YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
47. DUE TO <b>(C) Coronary Obstructive Pulmonary Disease due to Chronic Tobacco Use</b>		48. YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
49. DUE TO <b>(D) NO</b>		49. YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
50. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO CAUSE GIVEN IN 107 <b>Coronary Obstructive Pulmonary Disease due to Chronic Tobacco Use</b>		51. YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
52. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? IF YES, LIST TYPE OF OPERATION AND DATE. <b>NO</b>		53. YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
54. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSE STATED <b>03/18/1994 05/20/1994</b>		55. SIGNATURE AND TITLE OF CERTIFIER <i>Lloyd Bowles</i>	
56. DECEASED ATTENDED SINCE <b>03/18/1994</b>		57. DECEASED LAST SEEN ALIVE <b>05/20/1994</b>	
58. PHYSICIAN'S NAME, ADDRESS AND ZIP <b>Lloyd Bowles, 8421 Auburn Blvd, Citrus Heights, CA 95610</b>		59. LICENSE NO. <b>A28173</b>	
60. DATE MM/DD/CCYY <b>09/09/1994</b>		61. SIGNATURE OF CORONER OR DEPUTY CORONER <i>Jim McCauley</i>	
62. DATE MM/DD/CCYY <b>09/09/1994</b>		63. TYPED NAME, TITLE OF CORONER OR DEPUTY CORONER <b>JIM MCCAULEY</b>	

5K1994P60908

02103

### CERTIFIED COPY OF VITAL RECORDS STATE OF CALIFORNIA, COUNTY OF PLACER

This is a true and exact reproduction of the document officially registered and placed on file in the office of the Placer County Recorder.

DATE ISSUED

**APR 11 1997**

This copy is not valid unless prepared on an engraved border displaying the date and signature of the Recorder.

*Jim McCauley*  
JIM MCCAULEY  
PLACER COUNTY RECORDER



COMMITTEE DEED

WHEREAS, by Judgment of Partition by Sale rendered on May 6, 1993 by the Superior Court for the Judicial District of Middlesex, held at Middletown in the civil action being Docket No. CV-91-0062496-S wherein, High St. Associates of Haddam, Connecticut is Plaintiff, and William J. Zisk of Roseville, California is Defendant, by Complaint dated July 16, 1991 claiming a partition or sale of certain real property located at 106 High Street, Town of Haddam, County of Middlesex, State of Connecticut, Richard D. Carella of the Town of Middletown, County of Middlesex, State of Connecticut, was duly appointed Committee, and directed to sell said premises and convey same to the highest bidder, and;

WHEREAS, Richard D. Carella, Committee, has sold said premises in all respects pursuant to said Judgment to the Plaintiff, High St. Associates being a partnership, organized and existing under the laws of the State of Connecticut, whose principle place of business in Connecticut is located in the Town of Haddam, County of Middlesex, State of Connecticut for the sum of FORTY FOUR THOUSAND, FOUR HUNDRED TWENTY-TWO AND 00/100 (\$44,422.00) DOLLARS, and;

WHEREAS, said sale has been ratified and confirmed by said Superior Court, which appears in the file of record in action in said Superior Court, to which reference is hereby made.

NOW KNOW YE, THAT I, Richard D. Carella, Committee, of the Town of Middletown, County of Middlesex, State of Connecticut, in pursuance of the authority and direction given me as aforesaid, and in consideration of the sum aforesaid received to my full

NO CONVEYANCE TAX RECEIVED

*Richard D. Carella*  
TOWN CLERK OF HADDAM

105 SOUTH MAIN STREET

CARELLA & MOORE - ATTORNEYS AT LAW  
MIDDLETOWN, CONNECTICUT 06457 • 1303/348-3878STATE  
NO CONVEYANCE TAX RECEIVED

*Richard D. Carella*  
TOWN CLERK OF HADDAM



satisfaction of said High St. Associates Partnership, do hereby bargain, sell, transfer, and convey unto the said High St. Associates Partnership, and unto its successors and assigns forever, land and buildings aforesaid, more particularly bounded and described as follows:

See Schedule A attached hereto and made a part herewith.

Said premises is conveyed subject to the following:

1. Property taxes due and payable to the Town of Haddam on the first half of the October 1, 1993 Grand List (#93-101637) in the amount of \$1,562.07 plus interest and lien charges.
2. Property taxes due to the Town of Haddam on the second half of the 1993 Grand List (#93-101637) in the amount of \$1,562.07.
3. Two separate lease agreements concerning the tenants in the two-family dwelling located on the premises.
4. Mortgage securing a note in the amount of \$183,333.32 from High St. Associates to Mary Zisk, Edward J. Zisk, and Donald R. Zisk recorded in Vol. 80, Page 238 of the Haddam Land Records.
5. Said premises is conveyed further subject to building, building line and zoning regulations of the Town of Haddam and any and all provisions of any public or private law.

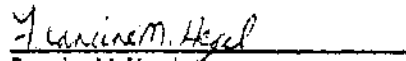
To have and to hold the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, its successors and assigns forever, to it and its own proper use and behoof.

And also, I, the said Richard D. Carella, Committee as above stated do hereby covenant with the said Grantee, and its successors and assigns, that I have full power and authority as a Committee aforesaid to grant and convey the above-described premises in manner and form aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, subject to the approval of the Superior Court this 20<sup>th</sup> day of September, 1994.

  
David M. Moore

  
Richard D. Carella  
Committee

  
Francine M. Hegel

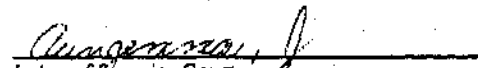
STATE OF CONNECTICUT  
COUNTY OF MIDDLESEX

ss: Town of Middletown September 20, 1994

Personally appeared Richard D. Carella, Committee, Signer of the Foregoing Instrument and Acknowledge the same to be his Free Act and Deed, before me.

  
David M. Moore  
Commissioner of Superior Court

The foregoing Committee Deed is approved, this 21<sup>st</sup> day of October, 1994

  
Judge of Superior Court

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 place 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 Dada L. Dralnard 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. Krivones 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.

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 D. Marsden and Roslyn D. Marsden dated May 26, 1959 and recorded May 26, 1959 in Volume 90, at Page 430 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 D. Carlson to Otto F. Carlson dated August 1, 1900 and recorded August 19, 1900 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 D. Carlson to Otto F. Carlson dated August 1, 1900 and recorded August 19, 1900 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 D. Marsden and Roslyn B. Marsden dated May 26, 1959 and recorded May 26, 1959 in Volume 90, at Page 430 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 210 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 D. Carlson dated August 1, 1900 and recorded August 19, 1900 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 D. Carlson dated August 1, 1900 and recorded August 19, 1900 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 D. Carlson dated September 9, 1913 and recorded November 22, 1913 in Volume 51, at Page 220 of the Haddam Land Records which two springs and pipe rights are more fully described and labeled as the Undine or Granite Rock Spring on the May Lot and the other known as Cold Spring or Gelling Spring on the Huntington Lot (Zisk) as contained in a Warranty Deed from Harvie H. Carlson to Jennie E. Johnson dated February 3, 1948 and recorded February 3, 1948 in Volume 70, at Page 198 of the Haddam Land Records.

RECEIVED FOR RECORD A

10/31/1894 at 11:32 A.M.

TOWN CLERK'S OFFICE  
HADDAM, CONN.

*James P. Haffner*  
TOWN CLERK

## QUIT-CLAIM 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

for divers good causes and consideration thereunto moving, especially for ONE DOLLAR and other valuable considerations

received to its full satisfaction of STEVEN A. ROCCO of the Town of Haddam, County of Middlesex and JONATHAN GOTTLIEB of the Town of Hamden, County of New Haven and both of the State of Connecticut

has remised, released, and forever quit-claimed, and does by these presents, for itself, and its successors and assigns, justly and absolutely remise, release, and forever QUIT-CLAIM unto the said STEVEN A. ROCCO and JONATHAN GOTTLIEB, as tenants in common and not as joint tenants and to their heirs and assigns forever, all such right and title as it the said Releasor has or ought to have in or to

A certain piece or parcel of land, together with the buildings and improvements thereon, situated on the easterly side of a roadway known as High Street and located in the Town of Haddam, County of Middlesex and State of Connecticut and being shown on a certain map entitled "First Division Plan - Prepared For - High Street Associates 106 High Street Haddam, Connecticut Scale: 1" = 40' Date: April 5, 1995 Sheet 1/1 Centroplex Engineering, LTD." which map or plan is or will be filed in the Haddam Town Clerks Office. Said premises are more particularly bounded and described as follows:

Beginning at a point in the easterly street line of High Street, which point marks the northwesterly corner of land now or formerly of Couture, as shown on said map, and which point marks the southwest corner of the herein described premises; thence running S 82° 58' 05" E along land now or formerly of Couture, as shown on said map, for a distance of 225.56' to a point; thence continuing S 82° 36' 46" E along land now or formerly of Couture, as shown on said map, for a distance of 29.23' to a point; thence turning and running S 01° 20' 42" W along land now or formerly of Couture, as shown on said map, for a distance of 45.02' to a point; thence turning and running S 01° 49' 11" W, along land now or formerly of Couture, as shown on said map, for a distance of 89.48' to a point; thence continuing S 00° 01' 46" E along land now or formerly of Norton aka Undina Bottling Works, as shown on said map, for a distance of 17.28' to a point; thence continuing S 01° 36' 10" W along land now or formerly of Norton aka Undina Bottling Works, as shown on said map, for a distance of 165.64' to a point; thence continuing S 01° 50' 52" E along land now or formerly of Norton aka Undina Bottling Works, as shown on said map, for a distance of 11.00' to a point; thence turning and running N 20° 54' 33" E along other land of High Street Associates, as shown on said map, for a distance of 438.75' to a point; thence turning and running N 56° 51' 38" W along other land of High Street Associates, as shown on said map, for a distance of 335.50' to a point; thence continuing northwesterly thence southwesterly along other land of High Street Associates, as shown on said map, along an arc of a circle having a radius of 25.00' for a length of 38.07' to a point in the easterly street line of High Street; thence continuing the following courses and distances along the easterly street line of High Street; S 35° 53' 39" W for 51.59'; S 26° 41' 05" W for 49.69'; S 17° 57' 25" W for 85.33'; and, S 07° 10' 26" W for 60.44' to a point which point is the point and place of beginning.

Said premises are conveyed together with a right of way in common with others for all purposes for which a public highway is used, over roadways on other land of High Street Associates until such time as the roads are accepted by the Town of Haddam as town roads.

NO CONVEYANCE TAX RECEIVED

*Jan P. Hallstedler*  
TOWN CLERK OF HADDAM

STATE  
NO CONVEYANCE TAX RECEIVED

*Jan P. Hallstedler*  
TOWN CLERK OF HADDAM



When Recorded Mail To:  
 ACCUBANC MORTGAGE CORPORATION  
 FINAL DOCUMENTATION DEPARTMENT  
 12377 MERIT DRIVE, STE. 600, DALLAS, TX 75251-3229  
 ESCROW NO.  
 LOAN NO. 246364

(Space Above This Line For Recording Data)

## OPEN-END MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on  
 STEVEN A. ROCCO AND JONATHAN GOTTLIEB

APRIL 7, 1995

The mortgagor is

("Borrower"). This Security Instrument is given to

MEDALLION FINANCIAL SERVICES, INC., A CALIFORNIA CORPORATION

which is organized and existing under the laws of CALIFORNIA

address is 650 SARATOGA AVENUE, SAN JOSE, CALIFORNIA 95129

and whose

("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED SIX THOUSAND SIX HUNDRED AND NO/100—

Dollars (U.S. \$ 106,600.00 ).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MAY 1, 2025. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower in consideration of this debt does hereby grant and convey to Lender and Lender's successors and assigns the following described property located in MIDDLESEX County, Connecticut:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

which has the address of 106 HIGH STREET,  
 HADDAM (HIGGANUM)

{Street, City}

Connecticut

06441

("Property Address");

{Zip code}

CONNECTICUT-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3007 8/90

Page 1 of 6

assign by mfg.  
 4/10/95, for 20,000.00  
 {all assets, funds, etc.}

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time (12 U.S.C. Section 2601 et seq. ("RESPA")), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or



## SCHEDULE A

A certain piece or parcel of land, together with the buildings and improvements thereon, situated on the easterly side of a roadway known as High Street and located in the Town of Haddam, County of Middlesex and State of Connecticut and being shown on a certain map entitled "First Division Plan - Prepared For - High Street Associates 106 High Street Haddam, Connecticut Scale: 1" = 40' Date: April 5, 1995 Sheet 1/1 Centroplex Engineering, LTD." which map or plan is or will be filed in the Haddam Town Clerks Office. Said premises are more particularly bounded and described as follows:

Beginning at a point in the easterly street line of High Street, which point marks the northwesterly corner of land now or formerly of Couture, as shown on said map, and which point marks the southwesterly corner of the herein described premises; thence running S 82° 58' 05" E along land now or formerly of Couture, as shown on said map, for a distance of 225.56' to a point; thence continuing S 82° 36' 46" E along land now or formerly of Couture, as shown on said map, for a distance of 29.23' to a point; thence turning and running S 01° 20' 42" W along land now or formerly of Couture, as shown on said map, for a distance of 45.02' to a point; thence turning and running S 01° 49' 11" W, along land now or formerly of Couture, as shown on said map, for a distance of 89.48' to a point; thence continuing S 00° 01' 46" E along land now or formerly of Norton aka Undina Bottling Works, as shown on said map, for a distance of 17.28' to a point; thence continuing S 01° 36' 10" W along land now or formerly of Norton aka Undina Bottling Works, as shown on said map, for a distance of 165.64' to a point; thence continuing S 01° 50' 52" E along land now or formerly of Norton aka Undina Bottling Works, as shown on said map, for a distance of 11.00' to a point; thence turning and running N 20° 54' 33" E along other land of High Street Associates, as shown on said map, for a distance of 438.75' to a point; thence turning and running N 56° 51' 38" W along other land of High Street Associates, as shown on said map, for a distance of 335.50' to a point; thence continuing northwesterly thence southwesterly along other land of High Street Associates, as shown on said map, along an arc of a circle having a radius of 25.00' for a length of 38.07' to a point in the easterly street line of High Street; thence continuing the following courses and distances along the easterly street line of High Street; S 35° 53' 39" W for 51.59'; S 26° 41' 05" W for 49.69'; S 17° 57' 25" W for 85.33'; and, S 07° 10' 26" W for 60.44' to a point which point is the point and place of beginning.

Said premises are conveyed together with a right of way in common with others for all purposes for which a public highway is used, over roadways on other land of High Street Associates until such time as the roads are accepted by the Town of Haddam as town roads.

Said premises are further together with 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.

more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance.

Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** 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.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and foreclosure or sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in court the non-existence of a default or any other defense of Borrower to acceleration and foreclosure or sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke any of the remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of this evidence.

22. Release. Upon payment and discharge of all sums secured by this Security Instrument, this Security Instrument shall become null and void and Lender shall release this Security Instrument to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

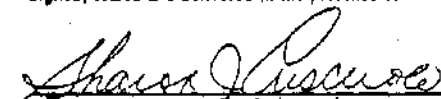

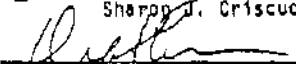
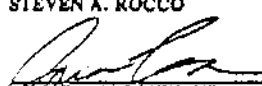


23. Waivers. Borrower waives all rights of homestead exemption in, and statutory redemption of, the Property and all right of appraisal of the Property and relinquishes all rights of curtesy and dower in the Property.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input checked="" type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider      |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider           |
| <input type="checkbox"/> V.A. Rider              | <input type="checkbox"/> Other(s) (specify)             |  |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

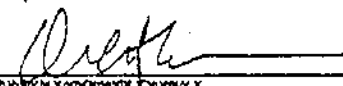
 Sharon J. Criscuolo	 STEVEN A. ROCCO (Seal) -Borrower
 Dean A. Thomasson	 JONATHAN GOTTLIEB (Seal) -Borrower
	 (Seal) -Borrower
	 (Seal) -Borrower

STATE OF CONNECTICUT,

County of: MIDDLESEX

On this 7th day of April, 1995, before me, the undersigned, ~~NOTARY PUBLIC~~ personally appeared Steven A. Rocco and Jonathan Gottlieb

proved to me on a satisfactory basis to be the person(s) whose name is subscribed to the within instrument and acknowledge that he/she/they executed same.

  
~~NOTARY PUBLIC~~  
Commissioner of the Superior Court  
Dean A. Thomasson  
Name typed or printed

My commission expires: \_\_\_\_\_

**1-4 FAMILY RIDER**  
**Assignment of Rents**

THIS 1-4 FAMILY RIDER is made this 7TH day of APRIL, 1995, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

**MEDALLION FINANCIAL SERVICES, INC., A CALIFORNIA CORPORATION**  
(Use "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

**106 HIGH STREET**  
**HADDAM (HIGGANUM), CONNECTICUT 06441**  
(Property Address)

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property".

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 18 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

1300

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.**

Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received, and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.


If the rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

**I. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

  
STEVEN A. ROCCO (Seal)  
Borrower

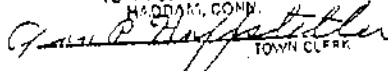
  
JONATHAN GOTTLIEB (Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

RECEIVED FOR RECORD

4/10 1A 25- 11:27 AM  
TOWN CLERK'S OFFICE  
HADDAM, CONN.

  
TOWN CLERK

LOAN # 246364

Recording Requested by:  
And When Recorded Mail to:

MEDALLION FINANCIAL SERVICES, INC.  
P.O. BOX 9369  
SAN JOSE, CA 95137  
LOAN # 246364

### ASSIGNMENT OF MORTGAGE/DEED OF TRUST

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned, MEDALLION FINANCIAL SERVICES, INC., A CALIFORNIA CORPORATION whose address is 650 SARATOGA AVENUE, SAN JOSE, CA 95129 (Assignor) by these presents does convey, grant, bargain, sell, assign, transfer and set over to: MEDALLION MORTGAGE COMPANY, A CALIFORNIA CORPORATION whose address is 650 SARATOGA AVENUE, SAN JOSE, CA 95129 (Assignee) the described Security Instrument, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon. Said Security Instrument is dated APRIL 7, 1995, executed by STEVEN A. ROCCO AND JONATHAN GOTTLIEB

MEDALLION FINANCIAL SERVICES, INC., A CALIFORNIA CORPORATION to  
upon the following described property, situated in the county of MIDDLESEX and  
state of CONNECTICUT, to-wit:  
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

IN WITNESS WHEREOF, dated as of APRIL 5, 1995 and effective upon recordation of Security Instrument referred to above, the Assignor has caused this instrument to be executed as a sealed instrument by its duly authorized officer.

MEDALLION FINANCIAL SERVICES, INC.,  
A CALIFORNIA CORPORATION

RECEIVED FOR RECORD  
4/10 10 95 AM 9:28 A.  
TOWN CLERK'S OFFICE  
HARTFORD, CONN.

By: Susan M. Quirk  
Title: ASSISTANT SECRETARY

COMMONWEALTH OF MASSACHUSETTS, ESSEX County ss.

On this 5 day of APRIL, 1995, before me personally  
appeared SUSAN M. QUIRK

acknowledged the foregoing to be HER free act and deed.

Notary Public GLENN S. DEKOW

My Commission Expires: AUGUST 31, 2001



MORTGAGE EXTENSION AGREEMENT

AGREEMENT by and between HIGH ST. ASSOCIATES, a Connecticut general partnership having its principal place of business at 1783 Saybrook Road, Haddam, Connecticut 06438 (hereinafter referred to as Mortgagor) and EDWARD J. ZISK of 36524 Ed Yates Road, Pearl River, Louisiana 70452, and DONALD R. ZISK, individually and as Executor of the Estate of MARY A. ZISK of 637 Encinal Avenue, Roseville, California 95678 (hereinafter referred to as Mortgagees).

## W I T N E S S E T H:

WHEREAS, HIGH ST. ASSOCIATES, made, executed and delivered to the Mortgagees a certain Mortgage Note for the principal sum of ONE HUNDRED EIGHTY THREE THOUSAND THREE HUNDRED THIRTY THREE AND 32/100 (\$183,333.32) DOLLARS, dated May 23, 1991 ("the Note"), payable in full together with interest and any other amounts owed to the Mortgagees not later than May 23, 1996; and

WHEREAS, to secure the obligations of the Mortgagor duly made, executed and delivered to the Mortgagees, a certain Mortgage Deed dated May 23, 1991 ("the Mortgage"), conveying to the Mortgagees, and their heirs, successors and assigns, a secured interest in and to a certain piece or parcel of land with any and all buildings and improvements thereon situated in the Town of Haddam, County of Middlesex and State of Connecticut described in the Mortgage ("the Premises"), which Mortgage is recorded in the Land Records of the Town of Haddam at Volume 180, Page 238, to which reference may be had; and

WHEREAS, the Mortgagor desires to have the time for the Payment of the principal balance of the Note extended until not later than May 23, 2001, and the Mortgagees have agreed to such extension of payment;

NOW THEREFORE, it is mutually agreed as follows:

1. Extension of Maturity. The Mortgagees agree to extend the payment of the full unpaid principal balance of this Note and all other amounts owed on account of this Note from May 23, 1996 to May 23, 2001, provided, however, that the Mortgagor shall keep, perform and observe all the covenants, stipulations and agreements contained in the Mortgage.
2. Refutation of Note and Mortgage Default. All covenants, stipulations and agreements of the Note and Mortgage given to secure the Note shall be and remain in full force and effect. The Mortgagor agrees that if any covenant, stipulation or agreement in the Note, or the Mortgage shall be violated by the Mortgagor, then this Agreement shall at once become null and void at the option of the Mortgagees, and the entire balance of the Note, with interest, shall immediately become due and payable at the option of the Mortgagees and the Mortgagees may proceed to collect the debt and foreclose the Mortgage in accordance with the terms of the Note and the Mortgage.

-2-

3. Benefit and Burden. This Agreement shall bind and inure to the heirs, executors, administrators, successors and assigns of the parties to the same extent permitted by the Note and the Mortgage.

IN WITNESS WHEREOF, the parties have set their hands and seals this 30<sup>th</sup> day of March, 1995.

Attested by:

HIGH ST. ASSOCIATES  
A Connecticut General Partnership

ARCHITECTS EQUITY, INC.  
A General Partner

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

ESTATE OF MARY A. ZISK  
By: Donald R. Zisk  
Donald R. Zisk, Executor

Donald R. Zisk  
Donald R. Zisk, Individually

Edward J. Zisk  
Edward J. Zisk

Barbara Deagane  
Barbara Deagane  
Dean A. Thomasson  
Dean A. Thomasson  
Ellie W. H. Brumand  
Ellie W. H. Brumand  
Susan D. Yohrkawa  
Susan D. Yohrkawa  
Ellie W. H. Brumand  
Ellie W. H. Brumand  
Susan D. Yohrkawa  
Susan D. Yohrkawa  
Brett R. Bennett  
Brett R. Bennett  
Linda Evans  
Linda Evans

STATE OF CONNECTICUT:  
COUNTY OF MIDDLESEX : ss. Middletown

March 30<sup>th</sup>, 1995

On this the 30<sup>th</sup> day of March, 1995, before me, personally appeared Steven A. Rocco, President of Architects Equity Inc. who acknowledged himself to be a General Partner of High St. Associates, a Connecticut General Partnership and that as such General Partner 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 and General Partner.

IN WITNESS WHEREOF, I hereunto set my hand.

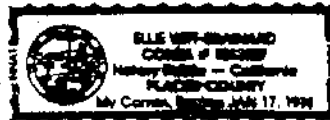
Dean A. Thomasson  
Commissioner of the Superior Court

-3-

STATE OF CALIFORNIA: ss. Roseville March 10<sup>th</sup>, 1995  
COUNTY OF PLACER :

On this the 10<sup>th</sup> day of March, 1995, before me, Ellie Witt-Brannard, the undersigned officer, personally appeared DONALD R. ZISK, Executor of the Estate of Mary A. 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.

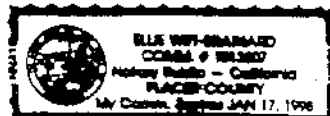


Ellie Witt-Brannard  
Ellie Witt-Brannard  
Notary Public  
My Commission Expires: 1/17/98

STATE OF CALIFORNIA: ss. Roseville March 10<sup>th</sup>, 1995  
COUNTY OF PLACER :

On this the 10<sup>th</sup> day of March, 1995, before me, Ellie Witt-Brannard, appeared DONALD R. ZISK, Individually, 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.



Ellie Witt-Brannard  
Ellie Witt-Brannard  
Notary Public  
My Commission Expires: 1/17/98

STATE OF LOUISIANA: ss. Pearl River March 14, 1995  
PARISH OF SAINT TAMMANY :

On this the 14<sup>th</sup> day of March, 1995, 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.

RECEIVED FOR RECORD  
6/25/95 4:00 P.M.  
TOWN CLERK'S OFFICE  
HYDRAULIC COUNTY

James E. Hufferd  
TOWN CLERK

Rebecca D Crawford  
Rebecca D. Crawford  
Notary Public  
My Commission Expires: for Life

QUIT CLAIM DEED

To all People to whom these Presents shall come, Greeting:

KNOW YE, THAT HIGH ST. ASSOCIATES aka HIGH ST. ASSOCIATES PARTNERSHIP, a Connecticut general partnership having its principal place of business at 1783 Saybrook Road, Haddam, Connecticut 06438 (hereinafter referred to as Grantor), for divers good causes and considerations thereunto moving, especially for One (\$1.00) dollar and other valuable considerations received to its full satisfaction of WALKLEY HEIGHTS ASSOCIATES, a Connecticut general partnership having its principal place of business at 1783 Saybrook Road, Haddam, Connecticut 06438 (hereinafter referred to as Grantee), has remised, released, and forever quit-claimed, and do by these presents, for itself and its successors and assigns, justly and absolutely remise, release, and forever QUIT-CLAIM unto the said WALKLEY HEIGHTS ASSOCIATES, and unto its successors and assigns forever, all such right and title as it the said Grantor has or ought to have in or to a certain piece or parcel of land more specifically described in Schedule A attached hereto and made a part hereof.

To Have and to Hold, the premises unto the said Grantee and to its successors and assigns, to the only use and behoof of the said Grantee and its successors and assigns forever, so that neither it the said Grantor nor any person or persons in Grantor's name and behalf, shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and everyone of them shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 30<sup>th</sup> day of October, 1996.

Signed, Sealed and Delivered  
in the Presence of:

HIGH ST. ASSOCIATES  
AKA HIGH ST. ASSOCIATES PARTNERSHIP  
A CONNECTICUT GENERAL PARTNERSHIP  
  
ARCHITECTS EQUITY, INC.  
A GENERAL PARTNER

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

John F. Shaw  
John F. Shaw  
Dean A. Thomason  
Dean A. Thomason

NO CONVEYANCE TAX RECEIVED

Aaron Bailey CTC  
TOWN CLERK OF HADDAM

NO CONVEYANCE TAX RECEIVED

Aaron Bailey CTC  
TOWN CLERK OF HADDAM

STATE OF CONNECTICUT:

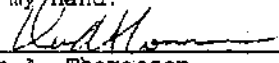
: ss. Middletown

October 30, 1996

COUNTY OF MIDDLESEX :

On this the 30<sup>th</sup> day of October, 1996 before me, Dean A. Thomasson, personally appeared Steven A. Rocco, President of Architects Equity, Inc., who acknowledged himself to be the General Partner of High St. Associates aka High St. Associates Partnership, a Connecticut General Partnership and that as such President and General Partner 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 and General Partner.

IN WITNESS WHEREOF, I hereunto set my hand.

  
Dean A. Thomasson  
Commissioner of the Superior Court

## Schedule A

All those three (3) 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.

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.

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.

Excepting therefrom the following pieces:

1. A certain piece of 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.

4. A certain piece or parcel of land, situated on the easterly side of a roadway known as High Street and located in the Town of Haddam, County of Middlesex and State of Connecticut and being shown on a certain map entitled "First Division Plan - Prepared For - High Street Associates 106 High Street Haddam, Connecticut Scale: 1" = 40' Date: April 5, 1995 Sheet 1/1 Centroplex Engineering, LTD." which map or plan is filed in the Haddam Town Clerks Office Map #2204. Said premises are described in a Quit Claim Deed from High Street Associates to Steven A. Rocco and Jonathan Gottlieb dated April 7, 1995 and recorded April 10, 1995 in Volume 201 Page 682 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.

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 Easement and Right of Way in favor of High St. Associates dated March 4, 1994 and recorded March 8, 1994 at Volume 196 Page 906 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.

7. A mortgage in favor of Mary A. Zisk, Edward J. Zisk and Donald R. Zisk in the principal amount of \$183,333.32 dated May 23, 1991 and recorded June 3, 1991 at Volume 180 Page 238 and which mortgage was modified by Mortgage Extension Agreement dated March 30, 1995 and recorded June 28, 1995 at Volume 202 Page 679 of the Haddam Land Records.

RECEIVED FOR RECORD  
JUL 18 1996 2:55 PM  
TOWN CLERK'S OFFICE  
HADDAM, CONN.  
*Aaron Bailey* ATC  
TOWN CLERK



SUBORDINATION AGREEMENT

WHEREAS, WALKLEY HEIGHTS ASSOCIATES, a Connecticut general partnership having its principal place of business at 1783 Saybrook Road, Haddam, Connecticut 06438, is desirous of obtaining from FARMERS & MECHANICS BANK, a Connecticut corporation having its principal office located at 237 Main Street, Middletown, Connecticut a loan of ONE MILLION TWENTY FIVE THOUSAND and 00/100 (\$1,025,000.00) DOLLARS upon a note secured by a mortgage of premises owned by WALKLEY HEIGHTS ASSOCIATES situated at High Street, Haddam, Connecticut; and

WHEREAS, said premises are presently encumbered by a mortgage from HIGH ST. ASSOCIATES in favor of MARY A. ZISK, EDWARD J. ZISK and DONALD R. ZISK dated May 23, 1991 and recorded June 3, 1991 in the Haddam Land Records in Volume 180 at Page 238 and which mortgage was modified by Mortgage Extension Agreement dated March 30, 1995 and recorded June 28, 1995 at Volume 202 Page 679 of the Haddam Land Records; and

WHEREAS, said premises will be or have been conveyed from HIGH ST. ASSOCIATES to WALKLEY HEIGHTS ASSOCIATES, subject to said mortgage; and

WHEREAS, FARMERS & MECHANICS BANK will only make said loan if said loan is secured by a first mortgage on said premises; and

WHEREAS, in order to induce FARMERS & MECHANICS BANK to make said loan EDWARD J. ZISK and DONALD R. ZISK, individually and as Executor of the ESTATE OF MARY A. ZISK are willing to waive priority of said mortgage from said HIGH ST. ASSOCIATES to MARY A. ZISK, EDWARD J. ZISK and DONALD R. ZISK.

NOW THEREFORE, in order that said loan may be made and may be secured by a first mortgage on said premises, EDWARD J. ZISK and DONALD R. ZISK, individually and as Executor of the ESTATE OF MARY A. ZISK do hereby agree for themselves and their heirs, successors and assigns to and with FARMERS & MECHANICS BANK to waive and surrender to said FARMERS & MECHANICS BANK, its successors and assigns, such right or priority as they the said EDWARD J. ZISK and DONALD R. ZISK, individually and as Executor of the ESTATE OF MARY A. ZISK, have or ought to have by virtue of the above described mortgage and do hereby covenant and agree that said new mortgage from WALKLEY HEIGHTS ASSOCIATES shall take precedence over said mortgage and shall be entitled to the same rights and privileges, both in law and in equity, as it would have had if it had been executed, delivered and recorded prior to said mortgage.

The premises which will be covered by said mortgage to FARMERS & MECHANICS BANK and in which EDWARD J. ZISK and DONALD R. ZISK, individually and as Executor of the ESTATE OF MARY A. ZISK have an interest by virtue of said mortgage to MARY A. ZISK, EDWARD J. ZISK and DONALD R. ZISK, are described as follows:

See Schedule "A" attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties have set their hands and seals  
this 17<sup>th</sup> day of October, 1996.

Attested by:

Danette L. Ebert  
Danette L. Ebert  
Dana P. Brown  
Dana P. Brown  
Danette L. Ebert  
Danette L. Ebert  
Dana P. Brown  
Dana P. Brown  
Frank Proccato Jr.  
Frank Proccato Jr.  
Angela Chaurin  
Angela Chaurin

ESTATE OF MARY A. ZISK

By Donald R. Zisk  
Donald R. Zisk, Executor  
Duly Authorized

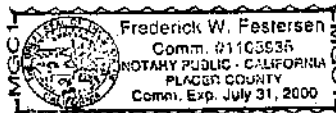
Donald R. Zisk  
Donald R. Zisk, Individually

Edward J. Zisk  
Edward J. Zisk

STATE OF CALIFORNIA:  
COUNTY OF PLACER : ss. Roseville

On this the 17 day of October, 1996, before me,  
Frederick W. Festeren, the undersigned officer, personally appeared,  
DONALD R. ZISK, Executor of the Estate of Mary A. 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.



Frederick W. Festeren  
Frederick W. Festeren  
Notary Public  
My Commission Expires: \_\_\_\_\_

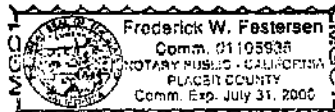
STATE OF CALIFORNIA:

: ss. Roseville

COUNTY OF PLACER :

On this the 17 day of ~~OCTOBER~~ 1996, before me, ~~FREDERICK W. FOSTERSEN~~ the undersigned officer, personally appeared, DONALD R. ZISK, individually, 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.



*Frederick W. Fostersen*  
 Frederick W. Fostersen  
 Notary Public  
 My Commission Expires: \_\_\_\_\_

STATE OF LOUISIANA :

: ss.

PARISH OF SAINT TAMMANY:

On this the 22nd day of *October* 1996, before me, *Rebecca D. Crawford* the undersigned officer, personally 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*

## Schedule A

All those three (3) 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 Skrivaneck, 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.

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.

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.

Excepting therefrom the following pieces:

1. A certain piece of 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.

4. A certain piece or parcel of land, situated on the easterly side of a roadway known as High Street and located in the Town of Haddam, County of Middlesex and State of Connecticut and being shown on a certain map entitled "First Division Plan - Prepared For - High Street Associates 106 High Street Haddam, Connecticut Scale: 1" = 40' Date: April 5, 1995 Sheet 1/1 Centroplex Engineering, LTD." which map or plan is filed in the Haddam Town Clerks Office Map #2204. Said premises are described in a Quit Claim Deed from High Street Associates to Steven A. Rocco and Jonathan Gottlieb dated April 7, 1995 and recorded April 10, 1995 in Volume 201 Page 682 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.

RECEIVED FOR RECORD  
11/1 19 96 at 10:22 AM.  
TOWN CLERK'S OFFICE  
HADDAM, CONN.  
*Amos Bradley, ATC*  
TOWN CLERK

CONSTRUCTION MORTGAGE DEED, ASSIGNMENT OF LEASES AND RENTS  
AND SECURITY AGREEMENT

THIS Mortgage ("Mortgage") is made this 30th day of October, 1996, between WALKLEY HEIGHTS ASSOCIATES, a Connecticut general partnership, whose address is 1783 Saybrook Road, Haddam, Connecticut 06438 ("the Grantor"), acting herein by Architects Equity, Inc., a Connecticut corporation, acting herein by Steven A. Rocco, its President, duly authorized, and by ACF, Inc., a Connecticut corporation, acting herein by Jonathan Gottlieb, its President, duly authorized, and by Acees Management, Inc., a Connecticut corporation, acting herein by Elwin G. Schwartz, its President, duly authorized, all of said corporations being general Partners in the Grantor, and FARMERS & MECHANICS BANK, a Connecticut banking corporation whose address is 237 Main Street, Middletown, Connecticut 06457 ("the Grantee").

The Grantor, in consideration of the indebtedness herein recited, and for other valuable consideration, the receipt of which is hereby acknowledged, grants, conveys, and assigns to the Grantee and the Grantee's successors and assigns the following with Mortgage Covenants:

THE MORTGAGED PROPERTY

All those certain pieces or parcels of land, together with buildings and improvements thereon, located in the Town of Haddam, County of Middlesex, and State of Connecticut more particularly described on Schedule A, attached hereto and made a part hereof ("the Property").

TOGETHER with the easements, improvements, and appurtenances, now or hereafter belonging thereto, and the rents, income and profits therefrom and all insurance contract proceeds, condemnation proceeds, causes of action, refunds and rebates of taxes and assessments, and all fixtures now or hereafter attached to or used in connection therewith, and all equipment and personal property of every kind and nature owned by the Grantor, now or hereafter located thereon, all of the foregoing being collectively referred to herein as "the Property".

TO SECURE TO the Grantee the following: (a) the repayment of the indebtedness evidenced by a certain Promissory Note made by WALKLEY HEIGHTS ASSOCIATES, dated October 30, 1996 ("the Note"), in the sum of ONE MILLION TWENTY-FIVE THOUSAND (\$1,025,000.00), with principal and interest payable as provided in said Note and with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 1999, together with all renewals, modifications, and extensions of said indebtedness; (b) the payment of all other sums advanced in accordance herewith to protect the security of this Mortgage together with interest and charges thereon; (c) the performance of the covenants and agreements herein contained; (d) the payment of any and all other indebtedness, whether direct or indirect, now or hereafter owing to the Grantee by the Grantor, or by any individual or entity included in the term "Grantor," regardless of the type, class, or purpose

of any such other indebtedness, and however such indebtedness is evidenced, including, without limitation, the repayment of future advances made by the Grantee, together with interest thereon.

To have and to hold the Property, with the appurtenances thereof, unto the Grantee, its successors and assigns forever, to its and their own proper use and behoof.

The Grantor and the Grantee covenant, mortgage, warrant and agree as follows:

1. PAYMENT OF SECURED OBLIGATIONS. The Grantor shall perform and comply with all provisions of this Mortgage and will promptly pay to the Grantee the principal, interest and all other sums required to be paid by the Grantor under the Note and all other documents executed in connection with this transaction when payment is due and payable. The Grantor shall comply with all the terms of the Note, Mortgage and all other loan documents.

2. WARRANTY OF TITLE. The Grantor covenants that the Grantor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property; that the Property is unencumbered except for current year's taxes, and the easements and restrictive covenants of record and such other matters as are set forth on Schedule C attached hereto (the "Acceptable Encumbrances"); and that the Grantor will warrant and defend generally the title to the Property to the Grantee against the lawful claims and demands of all other persons.

3. INSURANCE. The Grantor shall keep all buildings erected on or to be erected on said premises insured against loss by fire and such other hazards as the Grantee may require, shall purchase a builder's risk policy for completed value on a non-reporting form, shall purchase liability insurance providing coverage of not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 total liability coverage, shall purchase rent insurance covering rents for one year and such other insurance as the Grantee shall require in companies approved by the said Grantee in such sums as the Grantee reasonably may require, with the Grantee named as Mortgagee and loss payee on the policy, with a standard Mortgagee clause and with loss by terms of policies made payable to the Grantee as its interest may appear, the Grantee to have the custody of all such policies and all other policies which may be procured insuring said premises, the same to be delivered, premiums paid, to the Grantee at its office and all renewal policies to be delivered, premiums paid at least fifteen days before the expiration of the old policies; and the Grantor agrees that upon failure to maintain the insurance as above stipulated, or to deliver said renewal policies as aforesaid, or to pay the premiums therefor, then Grantee may procure such insurance and pay the premiums therefor and all sums so expended shall immediately be paid by the Grantor and unless so paid, shall be deemed part of the debt secured hereby, and thereupon the entire principal sum unpaid, including such sums as may have been paid for premiums of insurance as aforesaid, and any and all other sums which shall be payable hereunder shall become due and payable forthwith at the option of the Grantee, anything herein contained to the contrary notwithstanding. In case the Grantee elects under this article to advance insurance premiums, the receipt of the insurance company in which such insurance is placed shall be, with respect to any such insurance premiums, conclusive evidence of the amount and fact of payment thereof.

In case of loss and payment by any insurance company, the amount of insurance money received shall be applied either on the indebtedness secured hereby, or in rebuilding and restoring the damaged property, as the Grantee may elect; provided, however, that if the Grantee elects not to apply the insurance proceeds to the restoration, rebuilding or repair of the damaged property, the Grantor shall not be required to restore, replace, rebuild or repair the portion of the Property damaged or destroyed, and the failure to do so shall not constitute an Event of Default under this Mortgage. The Grantor shall claim no cancellation or return any policy or premium except from and after the redemption of this Mortgage by the Grantor.

4. DEMOLITION AND ALTERATION. The Grantor agrees that no building or other property now or hereafter covered by the lien of this Mortgage shall be removed, demolished, or materially altered, without the prior written consent of the Grantee, except that the Grantor shall have the right without such consent, to remove and dispose of, free from the lien of this Mortgage, such equipment as from time to time may become worn out or obsolete, provided that simultaneously with or prior to such removal any such equipment shall be replaced with other equipment of a value at least equal to that of the replaced equipment and free from any title retention or security agreement or other encumbrance, and by such removal and replacement the Grantor shall be deemed to have subjected such equipment to the lien of this Mortgage.

5. PROTECTION OF LIEN. The Grantor shall pay all costs, expenses and reasonable attorney's fees incurred by the Grantee in protecting or sustaining the lien of this Mortgage.

6. FINANCIAL STATEMENTS. Annually, during the term of this Mortgage, the Grantor shall furnish to the Grantee, within ninety (90) days after the Grantor's fiscal year end, its audited financial statements, other financial data, a copy of all tax returns, and financial statements and federal income tax returns for any guarantors of the Note and such other financial data for the Grantor, any guarantors and any such other persons for whom the Grantee may request such data.

7. REPAIRS. The Grantor shall maintain the Property in good condition and repair, shall not commit or suffer any waste of the Property, and shall comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the Property. The Grantor shall promptly repair, restore, replace or rebuild any part of the Property now or hereafter subject to the lien of this Mortgage which may be damaged or destroyed by any casualty whatsoever. Notwithstanding the foregoing, if such repair, restoration, replacement or rebuilding is necessitated by an insurance casualty or condemnation, the Grantor's obligation to repair, restore, replace or rebuild the premises is conditioned upon receipt of insurance or condemnation proceeds, as applicable, for such purpose. The Grantor shall complete and pay for, within a reasonable time, any structure at any time in the process of construction on the Property; and the Grantor shall not initiate, join in or consent to any change in any private restrictive covenant, or private restriction (except those contained in occupancy leases), limiting or defining the uses which may be made of the Property or any part thereof, without the written consent of the Grantee.



8. INSPECTION OF PROPERTY AND RECORDS. The Grantee and any persons authorized by the Grantee shall have the right to enter and inspect the Property at all reasonable times. The Grantee and any persons authorized by the Grantee shall have the right, during normal business hours, to inspect and review the Grantor's books and records.

9. RENTAL AND SECURITY. The Grantor shall not collect rent more than thirty (30) days in advance of its due date under any and all leases for any part of the Property, without the approval of the Grantee herein in writing; and in the event such approval is given, the Grantor agrees to deposit said rents with the Grantee. Any and all tenant's Security Deposits in excess of any amount equal to one month's rent under any and all leases for any part of the Property shall be deposited and pledged so that they cannot be used by the Grantor without the consent of the Grantee, and in the event of foreclosure of this Mortgage, these deposits shall be transferred to the Grantee if title is acquired by the Grantee or to the purchaser in the event of a foreclosure sale.

10. ASSIGNMENT OF LEASES AND RENTS. As further security for payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, the Grantor assigns to the Grantee all leases already in existence and to be created in the future, together with all rents to become due under existing and future leases. This assignment, however, shall be operative only in the event of the occurrence of an Event of Default hereunder, or under the Note or any other instrument given as collateral security for the secured obligation, remaining uncured at the expiration of the grace period, if any, for the Event of Default; and in any such case the Grantor confers on the Grantee the exclusive power, to be used or not in its sole discretion, to act as agent, or to appoint a third person to act as agent for the Grantor, with power to take possession of, and collect all rents arising from the Property and apply such rents, at the option of the Grantee, to the payments of the Mortgage debt, taxes, costs of maintenance, repairs, expenses incident to managing and other expenses, in such order of priority as the Grantee may in its sole discretion determine, and to turn any balance remaining over to the Grantor; but such collection of rents shall not operate as an affirmation of the tenant or lease in the event the Grantor's title to the Property should be acquired by the Grantee. The Grantee shall be liable to account only for rents and profits actually received by the Grantee. In exercising any of its powers contained in this paragraph, the Grantee may also take possession of, and for these purposes use, any and all personal property contained in or on the Property and used by the Grantor in the rental or leasing thereof or any part thereof. The Grantor hereby authorizes and directs the tenants named in any leases of the Property and any other or future tenants or occupants of the Property, upon receipt from the Grantee of written notice to the effect that the Grantee is the then holder of the Note and that a default exists thereunder, to pay over to the Lender all rents, income and profits arising or accruing under that lease or from the Property and to continue to do so until otherwise notified in writing by the Lender.

11. RIGHT TO CURE. In the event of any default in the performance of any of the Grantor's covenants or agreements herein, the Grantee may, at its option, perform the same and the cost thereof, with interest at the highest rate set forth in the Note secured hereby, shall immediately be due from the Grantor to the Grantee and secured by this Mortgage.

12. **TAXES; PRIOR LIENS.** Subject to the provisions of this Article, the Grantor shall pay promptly when due all taxes, assessments, rates, dues, charges, fees, levies, fines, impositions, liabilities, obligations and encumbrances of every kind whatsoever now or hereafter imposed, levied, or assessed upon or against the Property or any part thereof, or upon or against this Mortgage or the indebtedness or other sums secured hereby, or upon or against the interest of the Grantee in the Property, as well as all income taxes, assessments and other governmental charges levied and imposed by the United States of America or any state, county, municipality or other taxing authority upon or against the Grantor or in respect to the Property or any part thereof; provided, however, that the Grantor may in good faith, by appropriate proceedings (including, without limitation, payment of the asserted tax or assessment under protest if such payment must be made in order to contest such tax or assessment), contest the validity, applicability or amount of any asserted tax or assessment and pending such contest the Grantor shall not be deemed in default hereunder if on or before the due date of the asserted tax or pending such contest the Grantor establishes an escrow acceptable to the Grantee in an amount estimated by the Grantee to be adequate to cover the payment of such tax or assessment with interest, costs and penalties and a reasonable additional sum to cover possible interest, costs and penalties; and, if the amount of such escrow is sufficient to pay any amount adjudged by a court of competent jurisdiction to be due, with all interest, costs and penalties thereon, the Grantor shall pay such deficiency no later than the date such judgment becomes final. Notwithstanding the foregoing, at the Grantee's request, the Grantor shall pay to the Grantee on the day monthly payments are due under the Note, until the Note is paid in full, a sum equal to one-twelfth of yearly taxes and assessments which may attain priority over this Mortgage.

13. **LATE CHARGE.** The Grantee may collect a "late charge" not to exceed an amount equal to five percent (5%) of any installment of interest, principal, insurance and taxes which is not paid within ten (10) days of the due date thereof to cover the extra expenses involved in handling such delinquent payment.

14. **PARTIAL FORECLOSURE.** The Grantee may, at its option, foreclose this Mortgage for any portion of the debt or any other sums secured thereby which are then due and payable, subject to the continuing lien of this Mortgage for the balance not then due, but nothing in this Article shall impair or affect any right or remedy which the Grantee might now or hereafter have, were it not for this Article, but the right herein given shall be in addition to any others which the Grantee may have hereunder.

15. **RECEIVER.** The Grantee in any action to foreclose this Mortgage, or upon the actual or threatened waste to any part of the Property, or upon default in the observance or performance of any covenant or agreement of the Grantor hereunder, shall be at liberty to apply for the appointment of a receiver of the rents and profits of the Property without notice, and shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the Property as security for the amounts due the Grantee, or the solvency of any person or corporation liable for the payment of such amounts.

16. RIGHT TO ENTER AND POSSESS. The Grantor agrees that in case of default in any of the payments stipulated in the Note or in case of default in any of the covenants and agreements set forth in the Note and this Mortgage, beyond the expiration of any applicable grace period, the Grantee is hereby authorized and empowered, by its servants, agents or attorneys, to take possession of and enter upon the Property and to collect and receive the rents and income therefrom, and to apply so much of said rents and income as may be required in the necessary expenses of running the Property, including reasonable attorneys' fees, management agents' fees, and if the Grantee manages the Property with its own employees, an amount equal to the customary management agents' fees charged for similar property in the area where the Property are located, and to apply the balance of said rents and income to the payment of the amounts due upon the Note or in payment of taxes assessed against the Property, or both. And for this purpose, and in case of such default, the Grantor hereby assigns, transfers and sets over to the Grantee the rents and income accruing from the Property. Nothing contained in the foregoing provision shall impair or affect any right or remedy which the Grantee might now or hereafter have, were it not for such provision, but the rights herein given shall be in addition to any others which the Grantee may have hereunder.

17. NO WAIVER ETC. Any failure by the Grantee to insist upon the strict performance by the Grantor of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and the Grantee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Grantor, of any and all of the terms and provisions of this Mortgage or the Note to be performed by the Grantor; and neither the Grantor nor any other person now or hereafter obligated for the payment of the whole or any part of the sums now or hereafter secured by this Mortgage shall be relieved of such obligation by reason of the failure of the Grantee to comply with any request of the Grantor or of any other person so obligated to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage or of any obligation secured by this Mortgage, or by reason of the release, regardless of consideration, of the whole or any part of the security held for the indebtedness secured by this Mortgage, or by reason of any agreement or stipulation between any subsequent owner or owners of the Property and the Grantee extending the time of payment or modifying the terms of any of the Note or this Mortgage without first having obtained the consent of the Grantor or such other person, and in the latter event, the Grantor and all such other persons shall continue to be liable to make such payments according to the terms of any such agreement of extension or modification unless expressly released and discharged in writing by the Grantee; and, regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien on the Property, the Grantee may release the obligation of anyone at any time liable for any of the indebtedness secured by this Mortgage or any part of the security held for the indebtedness and may extend the time of payment or otherwise modify the terms of the Note and/or Mortgage without, as to the security or the remainder thereof, in anywise impairing or affecting the lien of this Mortgage, or the priority of such lien, as security for the payment of the indebtedness as it may be so extended or modified, over any subordinate lien; and the holder of any subordinate lien shall have no right to terminate any lease affecting the Property whether or not such lease is subordinate to this Mortgage; and the Grantee may resort for the payment of the indebtedness secured hereby to any other security therefor, other than

savings deposits of the Grantor with the Grantee, held by the Grantee in such order and manner as the Grantee may elect.

18. DEFINITIONS. Wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Grantor" shall mean "Grantor and/or any subsequent owner or owners of the premises", the word "Grantee" shall mean "Grantee or any subsequent holder or holders of this Mortgage", the word "person" shall mean "an individual, corporation, partnership or unincorporated association", the word "Note" shall mean "note a copy of which is attached hereto as Schedule B", and the word "Property" shall include the real estate hereinbefore described, together with all equipment, condemnation awards and any other rights or property interest at any time made subject to the lien of this Mortgage by the terms hereof, and pronouns of any gender shall include the other genders, and either the singular or plural shall include the other.

19. TAKING. Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the premises by any public or quasi-public authority or corporation, the Grantor shall continue to pay interest on the entire principal sum then secured and all payments required by the Note and this Mortgage until any such award or payment shall have been actually received by the Grantee and any reduction in the principal sum resulting from the application by the Grantee of such award or payment as hereinafter set forth shall be deemed to take effect only on the date of such receipt; said award or payment may, at the option of the Grantee, be retained and applied by the Grantee toward payment of the monies secured by this Mortgage, or be paid over wholly or in part to the Grantor for the purpose of altering, restoring or rebuilding any part of the Property which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade, or other injury to the premises, or for any other purpose or object satisfactory to the Grantee, but the Grantee shall not be obligated to see to the application of any amount paid over to the Grantor; and that if prior to the receipt by the Grantee of such award or payment the premises shall have been sold on foreclosure of this Mortgage, the Grantee shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and to the extent of the reasonable counsel fees, costs and disbursements incurred by the Grantee in connection with the collection of such award or payment.

20. TAX CLAUSE. Upon the Grantee's request, the Grantor shall pay to the Grantee, together with and in addition to the monthly installments of principal and/or interest provided in the Note, on the date provided for the first payment of principal or interest in the Note and on the first day of each month thereafter until the note has been fully paid, a sum equal to one-twelfth (1/12) of the yearly taxes assessed against the Property as estimated by the Grantee. The Grantee shall hold said sums in trust to pay said taxes in the manner and to the extent permitted by law when the same become due and payable in each year. If the total payments made by the Grantor to the Grantee on account of said taxes up to the time when the same become due and payable shall exceed the amount of payment for said taxes actually made by the Grantee, such excess shall be credited by the Grantee on the next subsequent payment or payments to become due from the Grantor to the Grantee on

account of said taxes. If, however, said payments shall not be sufficient to pay said taxes when the same become due and payable, then the Grantor agrees to pay to the Grantee the amount necessary to make up the deficiency upon demand by the Grantee. In case of default in the performance of any of the agreements or provisions contained in any of the Note or this Mortgage, the Grantee may, at its option, at any time after such default, apply the balance remaining of the sums so accumulated, as a credit against the principal or interest of the Mortgage, the indebtedness, or both.

21. DEFAULT. It shall be an Event of Default and this Mortgage may be foreclosed at the option of the Grantee:

- (a) after default in the payment of any installment of principal and/or interest after such payment is due under the Note; or
- (b) after default in the payment of any tax, water rate or assessment; or
- (c) upon default in keeping in force the insurance required herein; or
- (d) after default after notice and demand either in delivering the policies of insurance herein described or referred to or in reimbursing the Grantee for premiums paid on such insurance, as herein provided; or
- (e) after default in the payment of any installment of any assessment for improvements; or
- (f) upon the actual or threatened waste, removal or demolition of, or material alteration to, any part of the Property, except as permitted herein; or
- (g) upon assignment by the Grantor of the whole or any part of the rents, income or profits arising from the Property without the written consent of the Grantee; or
- (h) upon default in the observance or performance of any covenants or agreements of the Grantor under the Note; or
- (i) upon default in the observance or performance of any other covenants or agreements of the Grantor hereunder, or in any security agreement, collateral assignment of leases and rentals, guaranty, or any other instrument securing the debt or any portion thereof, or any loan agreement relating hereto and the failure to cure (if curable) any such breach or failure within any applicable grace period; or
- (j) upon the breach of any warranty or the untruth of any representations of the Grantor or of any Guarantor under any instrument securing or relating to the debt evidenced by the Note; or

(k) upon the placing on the premises by the Grantor of any subsequent Mortgage, lien or encumbrance without the prior written consent of the Grantee; or

(l) upon default by the Grantor (or existence of a state of facts or circumstances under which the holder thereof would have the right to declare a default, in its discretion) in any of the terms and conditions of any prior Mortgage on the Property or any promissory note or indebtedness for money borrowed which is an obligation of the Grantor or agreements related to said note or indebtedness; or

(m) the filing by or against the Grantor or any Guarantor of any petition, arrangement, reorganization, or the like under any insolvency or bankruptcy law and the continuation of such proceeding unstayed, undismissed and unbonded for more than sixty (60) days, or the adjudication of the Grantor or any Guarantor as a bankrupt, or the making of an assignment for the benefit of creditors, or the appointment of a receiver for any part of the Grantor's properties or any Guarantor's properties or the admission in writing by the Grantor or any Guarantor of the inability to pay debts as they become due; or

(n) the Grantor's failure to remove any non-voluntary lien, attachment, or encumbrance upon the Grantee's request; or

(o) the passage or enforcement of any federal, state, or local law for the rendition of a final decision of any court (other than the law or decision with respect to a tax upon the general revenues of the Grantee) in any way directly changing or affecting the loan evidenced by this Mortgage or lessening the net income thereon in a fashion which cannot be, and is not, corrected or reimbursed by the Grantor; or

(p) the passage or enforcement of any federal, state, or local law or the rendition of a final decision of any court in any way impairing the Grantee's ability to vary interest payable under the documents evidencing the loan secured by this Mortgage in accordance with the terms thereof; or

(q) upon the condemnation of the Property, or any portion thereof, by the State of Connecticut; or

(r) upon vesting of legal or beneficial title in the Property in other than the named the Grantor either by voluntary action or by operation of law (other than by death), however accomplished, or by a long-term lease or a contract to sell, or any other device used to accomplish the same result (transfer of legal or beneficial title), whether recorded or unrecorded (including but not limited to: (i) any sale, conveyance, transfer, mortgage, declaration of Common Interest Community, gift or other disposition, (ii) the relinquishment by any guarantor of ownership of any of the outstanding stock of the Borrower if the Grantor is not a natural person; or (iii) any other act by which the economic benefit, entrepreneurial risk or management responsibility with respect to the Property is shifted to someone other than the Grantor or any guarantor);

(s) upon failure of the Grantor as lessor or lessee to comply with any provisions of any lease affecting the Property; or

(t) if construction or development of any or all of the improvements to be built on the Property shall substantially cease for seven (7) consecutive days or the Grantor otherwise fails to continually and with due diligence construct and develop the Property in accordance with the approved plans and specifications.

Upon an Event of Default, the Grantee may declare all sums secured by this Mortgage immediately due and payable and Lender may invoke any of the remedies permitted by applicable law, including the STATUTORY POWER OF SALE, if any.

22. MARSHALLING. The Grantee shall not be compelled to release, or be prevented from foreclosing or enforcing this Mortgage upon all or any part of the Property, unless the entire debt and all items hereby secured shall be paid in lawful money as aforesaid; and shall not be required to accept any part or parts of the said Property, as distinguished from the whole thereof, as payment of or upon the said debt to the extent of the value of such part or parts; and shall not be compelled to accept or allow any apportionment of the said debt to or among any separate parts of the said Property.

23. CAPTIONS. The captions contained in this Mortgage are for convenience only and shall not be used to interpret, modify or affect in any way the covenants and agreements herein contained.

24. NOTE. A copy of the Note secured by this Mortgage is attached hereto as Schedule B and made a part hereof.

25. TRANSFER. If title to the Property shall vest in anyone other than the Grantor, the whole of the principal sum and interest shall immediately become due and payable without notice at the option of the Grantee. For purposes of this Article, each of the following shall be deemed to vest title in anyone other than the Grantor: (a) if the Grantor sells, conveys, or otherwise transfers all or any part of the Property (including but not limited to (i) any sale, conveyance, transfer, mortgage, declaration of Common Interest Community, gift or other disposition, (ii) the relinquishment by any guarantor of ownership of any of the outstanding stock of the Borrower if the Grantor is not a natural person; or (iii) any other act by which the economic benefit, entrepreneurial risk or management responsibility with respect to the Property is shifted to someone other than the Grantor or any guarantor); or (b) if the Grantor is not an individual, if there is any change of ownership or control of the Grantor; or (c) if the Grantor is not an individual, if the Grantor shall dissolve or liquidate or be dissolved or liquidated with or into any other corporation or person.

26. COMPLIANCE WITH LAWS. The Grantor shall comply promptly with all laws, ordinances, rules, regulations and requirements affecting the Property enacted or promulgated by any governmental authority having jurisdiction thereover.

27. WAIVER OF RIGHTS. THE GRANTOR ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS MORTGAGE IS A PART IS A COMMERCIAL TRANSACTION, AND HEREBY VOLUNTARILY AND KNOWINGLY WAIVES ITS RIGHT TO NOTICE AND HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, OR AS OTHERWISE ALLOWED BY ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH THE GRANTEE MAY DESIRE TO USE.

28. WAIVER OF JURY TRIAL. THE GRANTOR WAIVES TRIAL BY JURY AND THE RIGHT TO TRIAL BY JURY IN ALL ACTIONS OR PROCEEDINGS BETWEEN THEM IN ANY COURT, ARISING OUT OF OR RELATING TO THIS MORTGAGE, ITS VALIDITY OR INTERPRETATION.

29. RIGHT OF SETOFF. The Grantor gives the Grantee a lien and right of setoff for all of the Grantor's liabilities hereunder upon and against all deposits, credits and property of the Grantor, and any other collateral of the Grantor, now or hereafter in the possession or control of the Grantee.

30. SECURITY AGREEMENT. This Mortgage shall constitute the security agreement, as defined in the Uniform Commercial Code, as to that portion of the Property that constitutes personal property (including, but not limited to, all contracts and agreements related to the construction, renovation, rehabilitation, or improvement of the Property such as plans and specifications, reports, studies, professional or technical work product, shop drawings, permits, approvals and licenses) and in which the Grantor hereby grants a security interest to the Grantee. The remedies for any violation of the covenants, terms and conditions contained herein shall be as prescribed herein or as prescribed by general law, statutory provision now or hereafter enacted, or in the Uniform Commercial Code, all of which rights of the Grantee under this Article to be invoked at the Grantee's sole election.

31. ENVIRONMENTAL INDEMNITY.

(a) The Grantor shall indemnify, defend and hold harmless the Grantee, its employees, agents, officers and directors from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, including attorney fees, fees of environmental consultants and laboratory fees, known or unknown, contingent or otherwise, arising out of or in any way related to (i) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under from or affecting the Property or the soil, water, vegetation, buildings, personal property, persons or animals thereon; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; (iii) any lawsuit brought or threatened, settlement reached or governmental order relating to such Hazardous Materials with respect to the Property; and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities or any policies or requirements of the Grantee, which are based upon or in any way related to such Hazardous Materials.



(b) The Grantor agrees that in the event that this Mortgage is foreclosed or the Grantor tenders a deed in lieu of foreclosure, the Grantor shall deliver the Property to (or shall cause all tenants of the Property to deliver, to the extent required by applicable law) the Grantee free of any and all Hazardous Materials, so that the condition of the Property shall conform with all applicable federal, state and local laws, ordinances, rules or regulations affecting the Property.

(c) For purposes of this Article, "Hazardous Materials" include, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 USC §9601, *et seq.*), the Hazardous Materials Transportation Act, as amended (49 USC § 1801, *et seq.*), the Resource Conservation and Recovery Act, as amended ("RCRA") (42 USC §6901, *et seq.*), the Toxic Substances Control Act, as amended (15 USC §2601, *et seq.*), and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local governmental law, ordinance, rule or regulation. The provisions of this Article 31 shall be in addition to any and all other obligations and liabilities the Grantor may have to the Grantee in common law and shall survive the repayment of all sums due under the Note or this Mortgage, and the satisfaction of all of the other obligations of the Grantor hereunder, and under the Note and this Mortgage.

### 32. CONSTRUCTION LOAN ADVANCES

Principal under the Note secured hereby will be advanced and disbursed to the Grantor (such disbursements hereinafter referred to as "Construction Loan Advances") in the following manner and subject to the terms and conditions set forth below:

A. General Procedures. Construction Loan Advances to the Grantor will be made at the Grantor's request subject to the discretion of the Grantee as construction progresses and, at the Grantee's option, subject to the following conditions:

- (i) Construction Loan Advances may be made no more frequently than twice per month, subject to at least seven (7) days' prior request by the Grantor;
- (ii) Each Construction Loan Advance shall be made only upon written approval by inspecting consultants or engineers satisfactory to the Grantee who certify to the Grantee in writing as to the status of construction and the sum approved for advance; provided, however, that Construction Loan Advances shall be made for Soft Costs (as hereinafter defined) upon presentation to the Grantee of satisfactory invoices for such Soft Costs;
- (iii) No Construction Loan Advances shall be made for material stored on the Property;
- (iv) Construction Loan Advances will be limited to 90% of the cost of work completed, as evidenced by documentation satisfactory to the Grantee. The ratio of the total of

Construction Loan Advances to the total value of the Property (as determined by Lender in its sole discretion), however, shall at no time exceed eighty (80%) percent. The retained 10% of the cost of the work completed shall be disbursed upon satisfaction of the requirements of Article 33 below;

(v) Each request for a Construction Loan Advance must be accompanied by: (1) presentation of a properly prepared loan disbursement form request; (2) when requested, a certified survey or plot plan showing the improvements involved in such request dated not more than seven (7) days prior to the date of such request; (3) when requested, a written statement from the Grantor's counsel indicating that since the last preceding Construction Loan Advance, there has been no change in the state of title not previously approved by the Grantee and (4) invoices, acceptable to the Grantee, relating to Soft Costs expenditures and other costs of construction; (5) mechanics' lien waivers; and

(vi) If a request for a Construction Loan Advance involves a completed improvement, such request shall be accompanied by: (1) the certificates and other documents required under Article 33 of this Mortgage, (2) a certificate from the Grantee's inspecting engineer that the improvement has been substantially completed in accordance with the plans and specifications previously approved by the Grantee which are listed on Schedule D attached hereto, (3) a certificate of zoning, environmental and sewer compliance (if the same are customarily issued) and a fire underwriters certificate, and (4) an updated survey of the Property prepared in accordance with the Grantee's requirements showing the completed improvement in accordance with the plans and specifications previously approved by the Grantee.

B. Advances. At its sole option, the Grantee may make all Construction Loan Advances: (1) to a demand deposit account of the Grantor maintained at the Grantee provided that all debits from such accounts shall only be for work performed or material provided for the Property or in connection with the indebtedness secured by this Mortgage; (2) directly to any party providing materials, labor or services with respect to the Property or jointly to any such party and to the Borrower; and/or (3) without satisfaction of all or any of the conditions required by this Mortgage without in any way waiving or affecting any of its rights or remedies.

C. Sufficient Funds to Complete Improvements. No Construction Loan Advances shall be made unless in the Grantee's opinion the amount of the undisbursed portion of the principal secured hereby will be sufficient to complete the construction of improvements in accordance with the plans and specifications previously approved by the Grantee, the Budget previously approved by the Grantee, a copy of which is attached hereto as Schedule E, and in compliance with all laws and building, zoning and other governmental codes, rules and regulations.

D. Sufficient Equity. In the event the analyzed and approved cost breakdown exceeds the amount of the approved budget, the Grantor will be required to provide the Grantee with satisfactory evidence that funds in the amount of such excess have been advanced by the Grantor in a form acceptable to the Grantee, or that such shortage in funds will be made up by the Grantor in a manner acceptable to the Grantee. If at any time during construction, the Grantee shall determine

that the principal remaining to be advanced will not be sufficient to complete the improvements in accordance with approved plans and specifications, the Grantor shall be required to advance funds in the amount of such shortage, as determined by the Grantee, before the Grantee shall have any further obligation to advance any remaining proceeds.

As used herein, "Soft Costs" shall mean the Grantor's expenditures with regard to such items as obtaining permits, architect and engineer fees, insurance, and promotional signs.

33. DOCUMENTS FOR FINAL DISBURSEMENT OF CONSTRUCTION LOAN PROCEEDS. As a condition to final disbursement of the construction loan proceeds, and in addition to the requirements of Article 32 above, the Grantor shall provide the Grantee with the following documents:

A. Certificate of Completion. Receipt of certification from an architect/engineer approved by Grantee that the improvements, including any landscaping and interior finish required by the Grantee, have been completed in accordance with the approved plans and specifications.

B. Certificate of Occupancy. Permanent Certificates of Occupancy and all licenses, approvals and permits necessary for the lawful operation and occupancy of the improvements, together with such other evidence satisfactory to the Grantee confirming that the improvements, and their use, comply fully with all applicable zoning, building and other governmental laws, rules, regulations and requirements.

C. Utility and Street Access. Appropriate evidence satisfactory to the Grantee of: (i) the existence and availability at the Property, and the right to connect to, all underground utilities including water, sanitary and storm sewer, electricity, gas, cable television, and telephone necessary for the contemplated use thereof, together with proof of payment of all connection charges, (ii) completion, dedication and acceptance for maintenance and public use by the appropriate governmental authorities of the roads adjoining the Property and (iii) adequate frontage of the premises upon, or of access to, a public highway for such use.

34. PARTIAL RELEASES. The Grantee agrees to release from the lien and effect of this Mortgage Deed such building lots as may be designated by the Grantor from time to time, upon payment or deposit of the following amounts, for each of such lots to be released:

(a) payment to the holder of the Note secured by this Mortgage of seventy (70%) per cent of all net proceeds from the fair market sale price of such lot to be released, after payments for conveyance taxes, recording costs, reasonable attorney's fees, reasonable sales commissions and other necessary and reasonable closing costs, or Fifty Thousand (\$ 50,000.00) Dollars, whichever shall be greater; and

(b) deposit to an escrow account at the Grantee Bank or such other depository institution approved by the Grantee, of not less than and additional ten (10%) percent of

said net proceeds, to be paid out and applied from time to time for tax and interest payments, upon prior written approval of the Grantee, said approval not to be unreasonably withheld or delayed.

WHEREAS, buildings or improvements (including site improvements) on the Property are in process of construction or repair or are to be erected or repaired; and

WHEREAS, the Grantee has agreed under certain terms and conditions to advance hereafter up to the face amount of the Note for the construction, erection or repair of the buildings or improvements (including site improvements) on the Property, to be paid over to the said Grantor in installments as the work progresses, the time and amount of each advancement to be at the sole discretion and upon the estimate of the said Grantee so that when all of the work on the Property shall have been completed to the satisfaction of the said Grantee, said Grantee shall then pay over to the said Grantor (subject to the terms and conditions of this Mortgage) any balance necessary to complete the full loan of a One Million Twenty-Five Thousand (\$ 1,025,000.00) Dollars; and

WHEREAS, the Grantor agrees to complete the erection or repair of the buildings or improvements (including site improvements) to the satisfaction of the Grantee within a reasonable time from the date hereof, or at the latest, on or before October 1, 1999; and

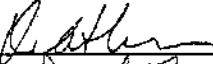
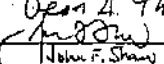
WHEREAS, the Grantor in consideration thereof has executed and delivered to the Grantee the Note;

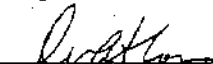
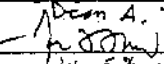
NOW THEREFORE, to secure the payment of such indebtedness and such other indebtedness described in this Mortgage, the Grantor has given this Mortgage to the Grantee on the terms and conditions contained herein, including the provisions of Article 32 and Article 33 relating to construction loan advances.

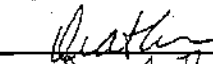
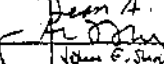
NOW THEREFORE, if the Grantor shall pay the Note according to its tenor, and if all agreements contained in the Note and herein contained are fully kept and performed, then this Mortgage shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 30th day of October, 1996.


Signed, sealed and delivered  
in the presence of:

  
Dean A. Thomasson  
  
John F. Shaw

  
Dean A. Thomasson  
  
John F. Shaw

  
Dean A. Thomasson  
  
John F. Shaw

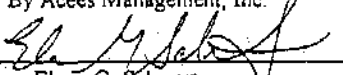
The Grantor:  
**WALKLEY HEIGHTS ASSOCIATES**  
By Architects Equity, Inc.

By   
Steven A. Rocco  
Its President, Duly Authorized

And By ACE, Inc.

By   
Jonathan Gottlieb  
Its President, Duly Authorized

And By Acees Management, Inc.

By   
Elwin G. Schwartz  
Its President, Duly Authorized  
Its General Partners, Duly Authorized

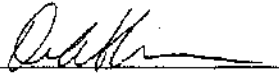
STATE OF CONNECTICUT:

ss. Middletown

October 30, 1996

COUNTY OF MIDDLESEX :

Personally appeared Steven A. Rocco, signer and sealer of the foregoing instrument, duly authorized President of Architects Equity, Inc., a Connecticut corporation, said corporation being a General Partner of Walkley Heights Associates, a Connecticut partnership, who acknowledged that he executed the same as his free act and deed and the free act and deed of said corporation and of said partnership, before me,

  
Dean A. Thomasson  
Commissioner of the Superior Court

4. **ESCROW DEPOSITS.** If requested by the Holder of this Note, the Borrower shall pay to such Holder with each monthly installment of principal and interest an amount equal to one-twelfth (1/12) of the yearly taxes and assessments which may attain priority over the Mortgage securing the payment of this Note as estimated by the Holder of this Note, and one-twelfth (1/12) of the yearly premiums of insurance policies required to be kept in force by such Mortgage.

5. **LATE CHARGE.** The Borrower shall pay to the Holder hereof a late charge of Five (5.000%) per cent on the total amount of any payment due hereunder which shall not be paid within ten (10) days after the due date.

6. **EVENTS OF DEFAULT.** The remaining principal balance of this Note, together with accrued interest, all fees or charges due and all interest thereon and all costs, expenses and reasonable attorney's fees incurred by the Lender in collecting funds due under this Note shall, at the option of Lender, accelerate and be immediately due and payable without demand or notice of any kind upon the occurrence of any of the following Events of Default (provided such Event of Default is not cured with any applicable grace period).

(i) Default in the payment of any installment of interest or principal due under this Note; or

(ii) Failure of the Borrower to perform any covenant contained in any mortgage or any other instrument or document governing or securing the payment of this Note; or

(iii) Default by the Borrower in the payment or performance of any covenant or obligation contained in any Note or Mortgage securing any Note having any secured priority over the Mortgage securing this Note;

(iv) Filing of an involuntary petition against the Borrower or any guarantor hereof under the federal Bankruptcy Code or laws amendatory thereof or supplemental thereto or under any statute either of the United States or any state thereof in connection with insolvency or reorganization or for the appointment of a receiver or trustee of all or a portion of the Borrower's property and any such petition, receiver or trustee is not withdrawn, dismissed, discharged, or removed, as the case may be, within sixty (60) days after such petition; or

(v) Filing of a voluntary petition by the Borrower or any guarantor hereof under the federal Bankruptcy Code or laws amendatory thereof or supplemental thereto or under any statute either of the United States or any state thereof in connection with insolvency or reorganization or for the appointment of a receiver or trustee of all or a portion of Borrower's property; or

(vi) An assignment of any property is made by the Borrower for the benefit of creditors; or

(vii) The Borrower shall abandon any property mortgaged to secure this Note or the Borrower or any guarantor hereof declares in writing his, her or its inability to pay debts as they come due; or

(viii) Any improvement on property mortgaged to secure this Note is substantially damaged in any manner and is not covered with insurance deemed adequate by Lender; or

(ix) The imposition of a tax, levy, or assessment by the United States of America, the State of Connecticut, or any agency or subdivision of either, on or concerning this Note, the mortgage securing the same, or on the debt thereby evidenced or secured, which the Borrower cannot lawfully or shall not pay when due; or

(x) A default by the Borrower in connection with any other agreements or financing, whether now or existing or hereafter arising; or

(xi) The Borrower shall place any further financing of any nature whatsoever on the property mortgaged to secure this Note or any part or portion thereof; or

(xii) The breach of any warranty or the untruth of any representation of the Borrower or any guarantor under any document executed or submitted to Lender in connection with the Loan; or

(xiii) The passage or enforcement of any federal, state, or local law or the rendition of a final decision of any court (other than a law or decision with respect to a tax upon the general revenues of the Lender) in any way directly changing or affecting the Loan or lessening the net income thereon in a fashion which cannot be, and is not, corrected or reimbursed by the Borrower.

Failure by the Lender to exercise its option to accelerate shall not constitute a waiver of any right accruing thereafter.

7. RIGHT OF SETOFF. The Borrower and other obligors each give to the Lender a lien and right of setoff for all the Borrower's and other obligors' liabilities arising hereunder upon and against the Borrower's and other obligors' deposits, credits and property now or hereafter in the possession or control of the Lender or in transit to it. The Lender may, at any time, without notice and without first resorting to any collateral which may secure this Note, apply all or any part of said deposits, credits and property to the Borrower's or any of the other obligors' liabilities and obligations hereunder to the Lender, though any of the Borrower's and other obligors' liabilities and obligations hereunder be unmatured.

8. APPLICATION OF PAYMENTS. Any payments made pursuant to the terms of this promissory Note shall be applied first to the payment of the accrued late charges, secondly to the interest on the unpaid principal of this Note and the balance on account of the principal of this Note.

9. SECURITY. Payment of this Note is secured by (a) a Mortgage of even date herewith covering real property at (i) Parcel I - Lots 2 and 3, a parcel designated "Other Lands of Walkley Heights Assoc. 3.31 +/- Ac" and "Remaining Lands of Walkley Heights Associates," Haddam, Connecticut, (ii) Rockrimmon Lodge (High Street - Rear), Haddam, Connecticut; (iii) High Street (Zisk), Haddam, Connecticut; and (iv) High Street (Rear) (Neag/Norton), Haddam, Connecticut ("the Premises"); (b) a Guaranty Agreement by Steven A. Rocco and Elizabeth A. Rocco ("the Guarantors"), of even date

herewith; (c) an Open-End Mortgage Deed securing said Guaranty Agreement, of even date herewith, covering property at Lot 2, Old Chester Road, Haddam, Connecticut ("the Guaranty Premises"); (d) a security interest in personal property and fixtures of the Borrower situated on the Premises; and (e) a security interest in personal property and fixtures of the Guarantors situated on the Guaranty Premises.

10. PREPAYMENTS AND PREPAYMENT PENALTY. (a) The Borrower shall have the right to prepay this Note, in whole or in part at any time, provided that all prepayments shall be applied, first, to the payment of any sums advanced by the Lender to secure or sustain the priority of this Note or the Mortgage securing this Note; secondly, to any costs of collection incurred by the Lender in collecting any sums due to the Lender from the Borrower pursuant to the terms of this Note; thirdly, to any accrued late charges; fourthly, to interest on this Note accrued to the date of the prepayment; and finally, to the principal of this Note; and

(b) Partial prepayments shall not excuse the prompt payment of monthly installments of principal and/or interest thereafter becoming due and payable.

11. WAIVER. Presentment, notice of dishonor and protest are waived by all makers, sureties, guarantors and endorsers of this Note.

12. JOINT AND SEVERAL LIABILITY. Payment of all amounts payable on account of this Note shall be the joint and several liability of the Borrower and all sureties, guarantors and endorsers.

13. WAIVER OF HEARING. THE BORROWER AND EACH AND ALL ENDORSERS AND GUARANTORS OF THIS NOTE ACKNOWLEDGE THAT THIS IS A "COMMERCIAL TRANSACTION" AS SUCH IS DEFINED IN CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, AS AMENDED. EACH FURTHER ACKNOWLEDGE THAT, PURSUANT TO SUCH SECTION, EACH OF THEM HAS A RIGHT TO NOTICE OF AND HEARING PRIOR TO THE ISSUANCE OF ANY "PREJUDGMENT REMEDY". NOTWITHSTANDING THE FOREGOING, EACH HEREBY WAIVES ALL RIGHTS TO SUCH NOTICE, JUDICIAL HEARING OR PRIOR COURT ORDER IN CONNECTION WITH ANY SUIT ON THIS NOTE OR EXTENSION OR RENEWALS OF THE SAME OR ON THE MORTGAGE SECURING THIS NOTE.

14. WAIVER OF JURY TRIAL. THE BORROWER AND EACH AND ALL ENDORSERS AND GUARANTORS OF THIS NOTE WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND OR NATURE IN ANY COURT IN WHICH AN ACTION MAY BE COMMENCED ARISING OUT OF ANY CAUSE OR DISPUTE WHATSOEVER BETWEEN BORROWER AND THE LENDER OF ANY KIND OR NATURE IN CONNECTION WITH THIS LOAN.

WALKLEY HEIGHTS ASSOCIATES  
By Architects Equity, Inc.

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



209-0635

And By ACF, Inc.

By /s/ JOHNATHAN GOTTLIEB  
Jonathan Gottlieb, Its President, Duly Authorized

And By Acees Management, Inc.

By /s/ ELWIN G. SCHWARTZ  
Elwin G. Schwartz, Its President, Duly Authorized

Its General Partners, Duly Authorized

BAN-WALK.WPD

## SCHEDULE A

## (DESCRIPTION)

Parcel I

All those certain pieces or parcels of land situated on the northerly side of Swain Johnson Trail in the Town of Haddam, County of Middlesex and State of Connecticut and shown as Lots 2 and 3, a parcel designated "Other Lands of Walkley Heights Assoc. 3.31± Ac", and "Remaining Lands of Walkley Heights Associates" on a certain map or plan entitled "Swain Johnson Subdivision Haddam, CT. Walkley Hill Road and Swain Johnson Trail Record Subdivision Map Scale: 1" = 100' Date: 1-5-90 Sheet 3 of 16 last revised 9/8/92, Sheet 4 of 16 last revised 6/14/91 and Sheet 5 of 16 last revised 6/14/91 which maps are filed as Maps #2034, #2035 and #2036 in the Haddam Town Clerks Office, which maps were rerecorded January 27, 1993 in the Haddam Town Clerk's Office as Maps #2049, #2050 and #2051. A portion of said premises are further shown as revised on a certain map or plan entitled "Swain Johnson Subdivision Haddam, CT. A.K.A. "Walkley Heights" - Swain Johnson Trail Forest Ridge Road Record Subdivision Map Scale: 1" = 100' Date: 1-5-90 Sheet 3 of 16 last revised 3/25/93, Christman Associates" which map is filed as Map #2060, in the Haddam Town Clerk's Office.

Lots 2 and 3, a parcel designated "Other Lands of Walkley Heights Assoc. 3.31± Ac", and "Remaining Lands of Walkley Heights Associates" are conveyed together with a right of way in common with others for all purposes for which a public highway is used over a roadway to be known as Forest Ridge Road and Forest Ridge Road as it may be extended until such time as the road is accepted by the Town of Haddam as a town road.

Parcel II

OMIT

SCHEDULE A

(DESCRIPTION)

Parcel III

A parcel of land near the Village of Higganum, Town of Haddam in said State of Connecticut, with a log cabin thereon called Rockrimmon Lodge, bounded northerly by a line parallel to and fifty feet from the north side of the cabin; easterly by the brook at the foot of the hill near and back of the cabin; southerly by a line parallel to and forty feet from the south side of the cabin, and westerly by the land now or formerly of Otto Carlson.

Parcel IV

All those three (3) 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.

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.

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.

## SCHEDULE A

## (DESCRIPTION)

Excepting therefrom the following pieces:

1. A certain piece of 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.
4. A certain piece or parcel of land, situated on the easterly side of a roadway known as High Street and located in the Town of Haddam, County of Middlesex and State of Connecticut and being shown on a certain map entitled "First Division Plan - Prepared For - High Street Associates 106 High Street Haddam, Connecticut Scale: 1" = 40' Date: April 5, 1995 Sheet 1/1 Centroplex Engineering, LTD." which map or plan is filed in the Haddam Town Clerks Office Map #2204. Said premises are described in a Quit Claim Deed from High Street Associates to Steven A. Rocco and Jonathan Gottlieb dated April 7, 1995 and recorded April 10, 1995 in Volume 201 Page 682 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.

SCHEDULE A

(DESCRIPTION)

Parcel V

Two 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:

A certain piece or parcel of land commonly called the May Lot, containing fourteen (14) acres, more or less, bounded

NORTHERLY on land now or formerly of H. A. Huntington and land now or formerly of Cyron J. Usher;

EASTERLY on land formerly of Otto F. Carlson, now or formerly of Frederick Otto Carlson, Jr.

SOUTHERLY by land formerly of Beda L. Brainard; and

WESTERLY by land formerly of Beda L. Brainard, now or formerly of William W. and Mary A. Zisk;

excepting therefrom certain property of Robert Henry Carlson on which a log cabin commonly called "Rockrimmon Lodge" is in part located, bounded on the NORTH by a line parallel to the Northern side of said cabin and fifty (50) feet therefrom; EASTERLY by the brook at the foot of hill near back of said cabin, SOUTHERLY by a line parallel to the South side of said cabin and forty (40) feet therefrom; WESTERLY by land formerly of Beda L. Brainard, now or formerly of William W. and Mary A. Zisk, more fully described in a deed from Minerva Calef, Administratrix of the Estate of Arthur B. Calef to Robert Henry Carlson dated June 18, 1925, recorded in Volume 56 page 228.

SECOND PIECE:

A certain piece or parcel of land containing Four (4) acres more or less, bounded and described as follows, viz:

Beginning at a pile of stones about 110 feet southwesterly from a pile of stones at the northeast corner of land formerly of Gustaf B. Carlson and deeded to him by heirs of John May; from thence fifty-four (54) rods in straight line to a pile of stones at the Southeasterly corner of land formerly of Sarah H. Arnold and Ephraim P. Arnold and at corner of land now or formerly owned by Charles B. Carlson; from thence Northwesterly to the Southwesterly corner of aforesaid tract formerly of Gustaf B. Carlson; from thence following the line of said land formerly of Gustaf B. Carlson to place of beginning.

209-0640

SCHEDULE A

(DESCRIPTION)

Said granted land is bounded

NORTHERLY by land formerly of Gustaf B. Carlson;

EASTERLY by land formerly of Sarah H. Arnold and Ephraim P. Arnold;

SOUTHEASTERLY by land now or formerly of Charles B. Carlson; and

WESTERLY by land formerly of Gustaf B. Carlson;

Said premises are conveyed together with an easement for the purpose of traveling on foot, with horses, cattle teams, and motor vehicles over a certain piece of land now or formerly owned by William W. Zisk and Mary A. Zisk as is more particularly described in a Deed from William W. Zisk and Mary A. Zisk to Buckley E. Johnson and Eric H. Johnson, dated July 17, 1947, recorded February 14, 1948 in Volume 73 Pages 311-312, the interest of said Buckley E. Johnson having been conveyed to Carl J. Anderson by Quit-Claim Deed dated February 11, 1948 recorded April 14, 1948 in Volume 73 Pages 353-354 to which reference is hereby made.

Said premises are further conveyed together with 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.

RECEIVED FOR RECORD  
11/1 1996 at 10:04 AM  
TOWN CLERK'S OFFICE  
HADDAM, CONN.  
*Angela Bailey* ATG  
TOWN CLERK

FORM UCC-1 / UNIFORM COMMERCIAL CODE / FINANCING STATEMENT / STATE OF CONNECTICUT / REV 11/94  
PLEASE TYPE OR PRINT - SEE REVERSE SIDE FOR COMPLETE INSTRUCTION

1. REQUESTING PARTY: <span style="float: right;">Cust. No.</span>		SPACE FOR OFFICE USE ONLY		
NAME	Raczka & Shaw			
ADDRESS	363 Main Street			
CITY	Middletown			
STATE	CT			
ZIP	06457			
2. SPECIAL DEBTOR/COLLATERAL INFORMATION - CHECK AND COMPLETE IF APPLICABLE				
<input type="checkbox"/> a Debtor is a transmitting utility as defined in section 42a-8403 of the Connecticut General Statutes. <input type="checkbox"/> b Debtor does not have an interest of record. The name of the owner of such interest is _____ <input type="checkbox"/> c Products of collateral are claimed and thus covered. <input type="checkbox"/> d (The Collateral is crops) The below described crops are growing or are to be grown on: (Describe the real estate below or on a separate sheet). <input checked="" type="checkbox"/> e (The below goods are to become fixtures) Describe the real estate below or on a separate sheet and file a financing statement on real estate records. <input type="checkbox"/> f Party named in secured party block is a LESSOR and party named in debtor block is LESSEE. <input type="checkbox"/> g Party named in secured party block is a CONSIGNOR and party named in debtor block is CONSIGNEE.				
3. DEBTOR'S EXACT LEGAL NAME - Attach a 1/2" x 11" sheet to present additional debtor information. <span style="float: right;"><input type="checkbox"/> Check here for additional debtors</span>				
IF INDIVIDUAL	LAST NAME	FIRST NAME	MIDDLE NAME	S.S. NUMBER
OR	NAME			TAXPAYER I.D.#
IF BUSINESS	Walkley Heights Associates			06-1237370
MAILING ADDRESS (Street or P.O. Box)		CITY	STATE	COUNTRY
1783 Saybrook Road		Haddam	CT	USA
POSTAL CODE		06438		
4. SECURED PARTY'S FULL LEGAL NAME - Attach a 1/2" x 11" sheet to present additional secured party information in conformity with the statement below.				
IF INDIVIDUAL	LAST NAME	FIRST NAME	MIDDLE NAME	S.S. NUMBER
OR	NAME			TAXPAYER I.D.#
IF BUSINESS	Farmers & Mechanics Bank			06-0339720
MAILING ADDRESS (Street or P.O. Box)		CITY	STATE	COUNTRY
237 Main Street		Middletown	CT	USA
POSTAL CODE		06457		
5. (IF APPLICABLE) ASSIGNEE'S FULL LEGAL NAME				
IF INDIVIDUAL	LAST NAME	FIRST NAME	MIDDLE NAME	S.S. NUMBER
OR	NAME			TAXPAYER I.D.#
IF BUSINESS				
MAILING ADDRESS (Street or P.O. Box)		CITY	STATE	COUNTRY
POSTAL CODE				
6. THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (or items) OF PROPERTY (Describe):				
As more particularly described in Schedule A, situated at or upon the real property described in Exhibit A, attached hereto.				
NUMBER OF ADDITIONAL SHEETS PRESENTED _____				
WALKLEY HEIGHTS ASSOCIATES			FARMERS & MECHANICS BANK	
By: <u>Steven A. Rocca</u>			By: <u>[Signature]</u>	
SIGNATURE OF DEBTOR (or to whom)			SIGNATURE OF SECURED PARTY (or assignor)	
Steven A. Rocca, President			Paul J. Lamontica, Vice President	

SCHEDULE A

(1) All the right, title and interest of the Debtor in and to: (a) all equipment, machinery and other articles of personal property of every kind and nature whatsoever, now or hereafter located upon or about the real property described in Exhibit A attached hereto, which are used or useable in connection with the operation by the Debtor of such real property including, but not limited to, minerals extracted from said real property, plans, specifications and soil reports; (b) all licenses, permits, approvals, operating agreements and other agreements and the rights of the Debtor thereunder, which relate to the operation and development by the Debtor of such real property; (c) all trade names of the Debtor; and (e) all letters, books on account and other records of every kind and description, which are kept in connection with or relate to the operation by the Debtor of the real property;

(2) All property, goods and chattels of the same classes as those described in paragraph (1) above, whether now owned by the Debtor or hereafter acquired;

(3) Proceeds of the foregoing Collateral; and

(4) All accessions to the foregoing Collateral.



## SCHEDULE A

## (DESCRIPTION)

Parcel I

All those certain pieces or parcels of land situated on the northerly side of Swain Johnson Trail in the Town of Haddam, County of Middlesex and State of Connecticut and shown as Lots 2 and 3; a parcel designated "Other Lands of Walkley Heights Assoc. 3.31± Ac", and "Remaining Lands of Walkley Heights Associates" on a certain map or plan entitled "Swain Johnson Subdivision Haddam, CT. Walkley Hill Road and Swain Johnson Trail Record Subdivision Map Scale: 1" = 100' Date: 1-5-90 Sheet 3 of 16 last revised 9/8/92, Sheet 4 of 16 last revised 6/14/91 and Sheet 5 of 16 last revised 6/14/91 which maps are filed as Maps #2034, #2035 and #2036 in the Haddam Town Clerks Office, which maps were rerecorded January 27, 1993 in the Haddam Town Clerk's Office as Maps #2049, #2050 and #2051. A portion of said premises are further shown as revised on a certain map or plan entitled "Swain Johnson Subdivision Haddam, CT. A.K.A. "Walkley Heights" - Swain Johnson Trail Forest Ridge Road Record Subdivision Map Scale: 1" = 100' Date: 1-5-90 Sheet 3 of 16 last revised 3/25/93, Christman Associates" which map is filed as Map #2060, in the Haddam Town Clerk's Office.

Lots 2 and 3, a parcel designated "Other Lands of Walkley Heights Assoc. 3.31± Ac", and "Remaining Lands of Walkley Heights Associates" are conveyed together with a right of way in common with others for all purposes for which a public highway is used over a roadway to be known as Forest Ridge Road and Forest Ridge Road as it may be extended until such time as the road is accepted by the Town of Haddam as a town road.

Parcel II

OMIT

## SCHEDULE A

## (DESCRIPTION)

Parcel III

A parcel of land near the Village of Higganum, Town of Haddam in said State of Connecticut, with a log cabin thereon called Rockrimmon Lodge, bounded northerly by a line parallel to and fifty feet from the north side of the cabin; easterly by the brook at the foot of the hill near and back of the cabin; southerly by a line parallel to and forty feet from the south side of the cabin, and westerly by the land now or formerly of Otto Carlson.

Parcel IV

All those three (3) 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 Skrivaneck, 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.

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.

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.

## SCHEDULE A

## (DESCRIPTION)

Excepting therefrom the following pieces:

1. A certain piece of 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.

4. A certain piece or parcel of land, situated on the easterly side of a roadway known as High Street and located in the Town of Haddam, County of Middlesex and State of Connecticut and being shown on a certain map entitled "First Division Plan - Prepared For - High Street Associates 106 High Street Haddam, Connecticut Scale: 1" = 40' Date: April 5, 1995 Sheet 1/1 Centroplex Engineering, LTD." which map or plan is filed in the Haddam Town Clerks Office Map #2204. Said premises are described in a Quit Claim Deed from High Street Associates to Steven A. Rocco and Jonathan Gottlieb dated April 7, 1995 and recorded April 10, 1995 in Volume 201 Page 682 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.

## SCHEDULE A

## (DESCRIPTION)

Parcel V

Two 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:

A certain piece or parcel of land commonly called the May Lot, containing fourteen (14) acres, more or less, bounded

NORTHERLY on land now or formerly of H. A. Huntington and land now or formerly of Cyron J. Usher;

EASTERLY on land formerly of Otto F. Carlson, now or formerly of Frederick Otto Carlson, Jr.;

SOUTHERLY by land formerly of Beda L. Brainard; and

WESTERLY by land formerly of Beda L. Brainard, now or formerly of William W. and Mary A. Zisk;

excepting therefrom certain property of Robert Henry Carlson on which a log cabin commonly called "Rockrimmon Lodge" is in part located, bounded on the NORTH by a line parallel to the Northern side of said cabin and fifty (50) feet therefrom; EASTERLY by the brook at the foot of hill near back of said cabin, SOUTHERLY by a line parallel to the South side of said cabin and forty (40) feet therefrom; WESTERLY by land formerly of Beda L. Brainard, now or formerly of William W. and Mary A. Zisk, more fully described in a deed from Minerva Calef, Administratrix of the Estate of Arthur B. Calef to Robert Henry Carlson dated June 18, 1925, recorded in Volume 56 page 228.

SECOND PIECE:

A certain piece or parcel of land containing Four (4) acres more or less, bounded and described as follows, viz:

Beginning at a pile of stones about 110 feet southwesterly from a pile of stones at the northeast corner of land formerly of Gustaf B. Carlson and deeded to him by heirs of John May; from thence fifty-four (54) rods in straight line to a pile of stones at the Southeasterly corner of land formerly of Sarah H. Arnold and Ephraim P. Arnold and at corner of land now or formerly owned by Charles B. Carlson; from thence Northwesterly to the Southwesterly corner of aforesaid tract formerly of Gustaf B. Carlson; from thence following the line of said land formerly of Gustaf B. Carlson to place of beginning.

## SCHEDULE A

## (DESCRIPTION)

Said granted land is bounded

NORTHERLY by land formerly of Gustaf B. Carlson;

EASTERLY by land formerly of Sarah H. Arnold and Ephraim P. Arnold;

SOUTHEASTERLY by land now or formerly of Charles B. Carlson; and

WESTERLY by land formerly of Gustaf B. Carlson;

Said premises are conveyed together with an easement for the purpose of traveling on foot, with horses, cattle teams, and motor vehicles over a certain piece of land now or formerly owned by William W. Zisk and Mary A. Zisk as is more particularly described in a Deed from William W. Zisk and Mary A. Zisk to Buckley E. Johnson and Eric H. Johnson, dated July 17, 1947, recorded February 14, 1948 in Volume 73 Pages 311-312, the interest of said Buckley E. Johnson having been conveyed to Carl J. Anderson by Quit-Claim Deed dated February 11, 1948 recorded April 14, 1948 in Volume 73 Pages 353-354 to which reference is hereby made.

Said premises are further conveyed together with 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.

RECEIVED FOR RECORD  
18 96 - 21 10 1954  
TOWN CLERK'S OFFICE  
HADDAM, CONN.  
Amos Barber A.C.  
TOWN CLERK

SUBORDINATION AGREEMENT

WHEREAS, WALKLEY HEIGHTS ASSOCIATES, a Connecticut general partnership having its principal place of business at 1783 Saybrook Road, Haddam, Connecticut 06438, is desirous of obtaining from FARMERS & MECHANICS BANK, a Connecticut corporation having its principal office located at 237 Main Street, Middletown, Connecticut a loan of THREE HUNDRED FIFTY FIVE THOUSAND and 00/100 (\$355,000.00) DOLLARS upon a note(s) secured by a mortgage of premises owned by WALKLEY HEIGHTS ASSOCIATES situated at High Street, Haddam, Connecticut; and

WHEREAS, said premises are presently encumbered by a mortgage from HIGH ST. ASSOCIATES in favor of MARY A. ZISK, EDWARD J. ZISK and DONALD R. ZISK dated May 23, 1991 and recorded June 3, 1991 in the Haddam Land Records in Volume 180 at Page 238 and which mortgage was modified by Mortgage Extension Agreement dated March 30, 1995 and recorded June 26, 1995 at Volume 202 Page 679 of the Haddam Land Records; and

WHEREAS, said premises will be or have been conveyed from HIGH ST. ASSOCIATES to WALKLEY HEIGHTS ASSOCIATES, subject to said mortgage; and

WHEREAS, FARMERS & MECHANICS BANK will only make said loan if said loan is secured by a second mortgage on said premises; and

WHEREAS, in order to induce FARMERS & MECHANICS BANK to make said loan EDWARD J. ZISK and DONALD R. ZISK, individually and as Executor of the ESTATE OF MARY A. ZISK are willing to waive priority of said mortgage from said HIGH ST. ASSOCIATES to MARY A. ZISK, EDWARD J. ZISK and DONALD R. ZISK.

NOW THEREFORE, in order that said loan may be made and may be secured by a second mortgage on said premises, EDWARD J. ZISK and DONALD R. ZISK, individually and as Executor of the ESTATE OF MARY A. ZISK do hereby agree for themselves and their heirs, successors and assigns to and with FARMERS & MECHANICS BANK to waive and surrender to said FARMERS & MECHANICS BANK, its successors and assigns, such right or priority as they the said EDWARD J. ZISK and DONALD R. ZISK, individually and as Executor of the ESTATE OF MARY A. ZISK, have or ought to have by virtue of the above described mortgage and do hereby covenant and agree that said new mortgage from WALKLEY HEIGHTS ASSOCIATES shall take precedence over said mortgage and shall be entitled to the same rights and privileges, both in law and in equity, as it would have had if it had been executed, delivered and recorded prior to said mortgage.

The premises which will be covered by said mortgage to FARMERS & MECHANICS BANK and in which EDWARD J. ZISK and DONALD R. ZISK, individually and as Executor of the ESTATE OF MARY A. ZISK have an interest by virtue of said mortgage to MARY A. ZISK, EDWARD J. ZISK and DONALD R. ZISK, are described as follows:

See Schedule "A" attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties have set their hands and seals  
this 17<sup>th</sup> day of October, 1996.

Attested by:

Vanette L. Ebert  
Vanette L. Ebert  
Lena P. Brown  
Lena P. Brown  
Vanette L. Ebert  
Vanette L. Ebert  
Lena P. Brown  
Lena P. Brown  
Frank Brocato, Jr.  
Frank Brocato, Jr.  
Angela Chapman  
Angela Chapman

ESTATE OF MARY A. ZISK

By Donald R. Zisk  
Donald R. Zisk, Executor  
Duly Authorized  
Donald R. Zisk  
Donald R. Zisk, Individually

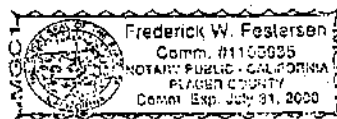
Edward J. Zisk  
Edward J. Zisk

STATE OF CALIFORNIA:

COUNTY OF PLACER : ss. Roseville

On this the 17 day of OCTOBER, 1996, before me,  
FREDERICK W. FOSTERSEN the undersigned officer, personally appeared,  
DONALD R. ZISK, Executor of the Estate of Mary A. 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.



Fredrick W. Fostersen  
Frederick W. Fostersen  
Notary Public  
My Commission Expires: \_\_\_\_\_

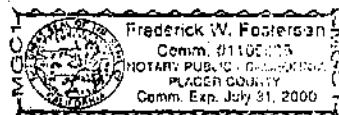
STATE OF CALIFORNIA:

: ss. Roseville

COUNTY OF PLACER

On this the 17 day of OCTOBER, 1996, before me,  
~~Frederick W. Foster~~ the undersigned officer, personally appeared,  
 DONALD R. ZISK, individually, 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.



Frederick W. Foster  
~~Frederick W. Foster~~  
 Notary Public  
 My Commission Expires: \_\_\_\_\_

STATE OF LOUISIANA

: ss.

PARISH OF SAINT TAMMANY:

On this the 22nd day of October, 1996, before me,  
~~Rebecca D. Crawford~~ the undersigned officer, personally 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



Schedule A

All those three (3) 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 Skrivaneck, 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.

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.

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.

Excepting therefrom the following pieces:

1. A certain piece of 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.

4. A certain piece or parcel of land, situated on the easterly side of a roadway known as High Street and located in the Town of Haddam, County of Middlesex and State of Connecticut and being shown on a certain map entitled "First Division Plan - Prepared For - High Street Associates 106 High Street Haddam, Connecticut Scale: 1" = 40' Date: April 5, 1995 Sheet 1/1 Centroplex Engineering, LTD." which map or plan is filed in the Haddam Town Clerks Office Map #2204. Said premises are described in a Quit Claim Deed from High Street Associates to Steven A. Rocco and Jonathan Gottlieb dated April 7, 1995 and recorded April 10, 1995 in Volume 201 Page 682 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.

RECORDED  
96  
JUN 10 1995  
JAMES BAILEY, JR.

## FARMERS AND MECHANICS BANK

237 Main Street, Middletown, CT 06457

## COMMERCIAL OPEN END MORTGAGE DEED

THIS MORTGAGE is made this 30th day of October, 19 96, between the Mortgagee, Walkley Heights Assoc Architects Equity, Inc., ACE, Inc. & Access Management, Inc. (Borrower), and the Mortgagee, Farmers & Mechanics Bank, organized and existing under the laws of the State of Connecticut, with its principal office and place of business at 237 Main Street, Middletown, Connecticut ("Lender").

Borrower, in consideration of the indebtedness hereinafter recited, grants and conveys to Lender and Lender's successors and assigns the following described real property known as See Schedule A ("Property Address") and more particularly described in Exhibit "A" attached hereto and made a part hereof.

To have and to hold such property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) all herein referred to as the "Property".

To Secure to Lender on condition of (a) the repayment of the indebtedness evidenced by Borrower's Commercial Revolving Loan Note and Agreement dated October 30, 1996, and extensions and renewals thereof ("Note" or "Commercial Revolving Loan Note and Agreement"), which said Note is attached hereto and made a part hereof as Exhibit "B", together with all costs and reasonable attorney fees incurred in any action to collect said Note or foreclose or defend this Mortgage, whether or not suit is initiated, and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 12 hereof ("Future Advances"), collectively referred to as

Borrower covenants with Lender that Borrower is lawfully seized in fee simple of the mortgaged Property and has the right, full power and lawful authority to sell and convey the same to Lender and that the Property is unencumbered except for encumbrances of record. Borrower, his heirs, assigns, executors and administrators covenant that Borrower shall and will warrant and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

Borrower and Lender further covenant and agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the Note according to its terms, late charges as provided in the Note, and the Principal of and interest on any Future Advances secured by this Mortgage.

2. ☐ Box is checked if applicable. FUNDS FOR TAXES AND INSURANCE. Subject to a written waiver by Lender, Borrower shall pay to Lender on the \_\_\_\_\_ day of each month, commencing on \_\_\_\_\_, 19\_\_\_\_, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attach prior to the Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of bills, assessments and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage and deed of trust.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency including Lender if Lender is such an institution. Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the funds, analyzing said account or verifying the compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due date of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender.

3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender under the Note (other than prepayments under the Note) and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. PRIOR MORTGAGES AND DEEDS OF TRUST; CHARGES; LIENS.

Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority of this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attach a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. HAZARD INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage and any mortgage prior in right to this Mortgage. All insurance policies and renewals thereof shall be in form acceptable to Lender. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender.

6. PRESERVATION AND MAINTENANCE OF PROPERTY. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium, planned unit development or other common interest development, Borrower shall perform all the Borrower's obligations under the declaration of covenants creating or governing the condominium, common interest development or planned unit development, the by-law, and regulations of the condominium, common interest development or planned unit development, and constituent documents.

7. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, the Lender at Lender's option may make such appearances, disburse such sums and take such actions as is necessary to protect Lender's interest, including but not limited to, disbursements of reasonable attorney fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage.

8. INSPECTION. Lender or its agent may make or cause to be made reasonable entries upon, and inspections of the Property, upon prior notice to Borrower.

9. CONDEMNATION. The proceeds of any award or claim for damage, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation are hereby assigned and shall be paid to Lender, subject to any rights of any mortgage prior in right to this Mortgage.

10. ACCELERATION. Default in the Note or Notes which this Mortgage secures, or in the payment of taxes, municipal assessments or fire or other insurance premiums on said premises or of taxes on said note or of installments due and payable on any mortgage having priority over this Mortgage for a period of thirty (30) days after any of the same become due and payable; or in the event of the filing of a petition in bankruptcy or the institution of any receivership or insolvency proceedings or any assignment of assets for the benefit of creditors by Borrower.

or Borrower's successor; or if any part of the Property or any interest therein is sold or transferred without Lender's prior written consent; or failure to keep and perform any of the agreements or provisions contained in this Mortgage, shall render the whole of the note which this Mortgage secures immediately due and payable at the option of the holder thereof. Failure to exercise any said option shall not constitute a waiver of the right of said holder to later exercise said option. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney fees whether or not suit is initiated.

11. **ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER.** As additional security hereunder, Borrower hereby assigns to Lender any rents of the Property, provided the Borrower shall, prior to acceleration under paragraph 10 hereof, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 10 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due.

12. **FUTURE ADVANCES.** Pursuant to the Commercial Revolving Loan Note & Agreement, and upon request of Borrower, Lender at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage and are repayable UPON DEMAND. At no time

shall the principal amount of the indebtedness (including Future Advances) secured by this Mortgage exceed \$ 155,000.00 nor shall the making of the Future Advances secured hereby extend the time of repayment of the Note.

13. **FORBEARANCE BY LENDER NOT A WAIVER.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or of Lender's rights to accelerate the maturity of the indebtedness secured by this Mortgage.
14. **REMEDIES.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.
15. **SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY.** Any reference herein to Lender shall be deemed to include its successors and assigns. The covenants herein contained shall be binding upon Borrower, jointly and severally, their heirs, executors, administrators and assigns, and shall inure to the benefit of Lender its successors and assigns. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
16. **RELEASE.** Upon payment and discharge of all sums secured by this Mortgage, this Mortgage shall become null and void and Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation.

IN WITNESS WHEREOF, Borrower has executed this Mortgage on the date first written above.

Signed, Seal and Delivered  
in the presence of:

Dean A. Thornton  
Witness  
As To  
Abrogates  
John F. Shaw  
Witness  
Witness

Walkley Heights Associates  
By Architects Equity, Inc.

Borrowers Signature Steven A. Rocco, Its President  
ACF, Inc.

Borrowers Signature Jonathan Gottlieb, Its President  
Access Management, Inc.

Edwin G. Schwartz, Its President  
Architects Equity, Inc.  
Steven A. Rocco  
Steven A. Rocco, Its President

IF INDIVIDUAL(S)  
STATE OF CONNECTICUT  
COUNTY OF

ss \_\_\_\_\_, 19\_\_

On this \_\_\_\_\_ day \_\_\_\_\_, 19\_\_, personally appeared, \_\_\_\_\_, signer(s) and sealer(s) of the foregoing instrument, and acknowledged the same to be \_\_\_\_\_ free act and deed, before me.

Commissioner of the Superior Court/Notary Public

IF A CORPORATION  
STATE OF CONNECTICUT  
COUNTY OF

ss \_\_\_\_\_, 19\_\_

On this \_\_\_\_\_ day \_\_\_\_\_, 19\_\_, before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged \_\_\_\_\_ self to be the \_\_\_\_\_ of \_\_\_\_\_ a corporation, and that he, as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by \_\_\_\_\_ sell as \_\_\_\_\_

In witness whereof I hereunto set my hand

Commissioner of the Superior Court/Notary Public

209-0685


STATE OF CONNECTICUT:

ss. Middletown

October 30, 1996

COUNTY OF MIDDLESEX:

Personally appeared Steven A. Rocco, signer and sealer of the foregoing instrument, duly authorized President of Architects Equity, Inc., a Connecticut corporation, said corporation being a General Partner of Walkley Heights Associates, a Connecticut partnership, who acknowledged that he executed the same as his free act and deed and the free act and deed of said corporation and of said partnership, before me,

  
Dean A. Thomasson  
Commissioner of the Superior Court


STATE OF CONNECTICUT:

ss. Middletown

October 30, 1996

COUNTY OF MIDDLESEX:

Personally appeared Jonathan Gottlieb, signer and sealer of the foregoing instrument, duly authorized President of ACF, Inc., a Connecticut corporation, said corporation being a General Partner of Walkley Heights Associates, a Connecticut partnership, who acknowledged that he executed the same as his free act and deed and the free act and deed of said corporation and of said partnership, before me,

  
Dean A. Thomasson  
Commissioner of the Superior Court

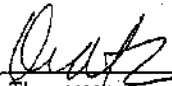
STATE OF CONNECTICUT:

ss. Middletown

October 30, 1996

COUNTY OF MIDDLESEX:

Personally appeared Elwin G. Schwartz, signer and sealer of the foregoing instrument, duly authorized President of Access Management, Inc., a Connecticut corporation, said corporation being a General Partner of Walkley Heights Associates, a Connecticut partnership, who acknowledged that he executed the same as his free act and deed and the free act and deed of said corporation and of said partnership, before me,

  
Dean A. Thomasson  
Commissioner of the Superior Court

SCHEDULE A

(DESCRIPTION)

Parcel I

All those certain pieces or parcels of land situated on the northerly side of Swain Johnson Trail in the Town of Haddam, County of Middlesex and State of Connecticut and shown as Lots 2 and 3, a parcel designated "Other Lands of Walkley Heights Assoc. 3.31± Ac", and "Remaining Lands of Walkley Heights Associates" on a certain map or plan entitled "Swain Johnson Subdivision Haddam, CT. Walkley Hill Road and Swain Johnson Trail Record Subdivision Map Scale: 1" = 100' Date: 1-5-90 Sheet 3 of 16 last revised 9/8/92, Sheet 4 of 16 last revised 6/14/91 and Sheet 5 of 16 last revised 6/14/91 which maps are filed as Maps #2034, #2035 and #2036 in the Haddam Town Clerks Office, which maps were rerecorded January 27, 1993 in the Haddam Town Clerk's Office as Maps #2049, #2050 and #2051. A portion of said premises are further shown as revised on a certain map or plan entitled "Swain Johnson Subdivision Haddam, CT. A.K.A. "Walkley Heights" - Swain Johnson Trail Forest Ridge Road Record Subdivision Map Scale: 1" = 100' Date: 1-5-90 Sheet 3 of 16 last revised 3/25/93, Christman Associates" which map is filed as Map #2060, in the Haddam Town Clerk's Office.

Lots 2 and 3, a parcel designated "Other Lands of Walkley Heights Assoc. 3.31± Ac", and "Remaining Lands of Walkley Heights Associates" are conveyed together with a right of way in common with others for all purposes for which a public highway is used over a roadway to be known as Forest Ridge Road and Forest Ridge Road as it may be extended until such time as the road is accepted by the Town of Haddam as a town road.

Parcel II

OMIT

## SCHEDULE A

## (DESCRIPTION)

Parcel III

A parcel of land near the Village of Higganum, Town of Haddam in said State of Connecticut, with a log cabin thereon called Rockrimmon Lodge, bounded northerly by a line parallel to and fifty feet from the north side of the cabin; easterly by the brook at the foot of the hill near and back of the cabin; southerly by a line parallel to and forty feet from the south side of the cabin, and westerly by the land now or formerly of Otto Carlson.

Parcel IV

All those three (3) 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.

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.

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.

SCHEDULE A

(DESCRIPTION)

Excepting therefrom the following pieces:

1. A certain piece of 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.
4. A certain piece or parcel of land, situated on the easterly side of a roadway known as High Street and located in the Town of Haddam, County of Middlesex and State of Connecticut and being shown on a certain map entitled "First Division Plan - Prepared For - High Street Associates 106 High Street Haddam, Connecticut Scale: 1" = 40' Date: April 5, 1995 Sheet 1/1 Centroplex Engineering, LTD." which map or plan is filed in the Haddam Town Clerks Office Map #2204. Said premises are described in a Quit Claim Deed from High Street Associates to Steven A. Rocco and Jonathan Gottlieb dated April 7, 1995 and recorded April 10, 1995 in Volume 201 Page 682 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.



## SCHEDULE A

## (DESCRIPTION)

Parcel V

Two 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:

A certain piece or parcel of land commonly called the May Lot, containing fourteen (14) acres, more or less, bounded

NORTHERLY on land now or formerly of H. A. Huntington and land now or formerly of Cyron J. Usher;

EASTERLY on land formerly of Otto F. Carlson, now or formerly of Frederick Otto Carlson, Jr.;

SOUTHERLY by land formerly of Beda L. Brainard; and

WESTERLY by land formerly of Beda L. Brainard, now or formerly of William W. and Mary A. Zisk;

excepting therefrom certain property of Robert Henry Carlson on which a log cabin commonly called "Rockrimmon Lodge" is in part located, bounded on the NORTH by a line parallel to the Northern side of said cabin and fifty (50) feet therefrom; EASTERLY by the brook at the foot of hill near back of said cabin, SOUTHERLY by a line parallel to the South side of said cabin and forty (40) feet therefrom; WESTERLY by land formerly of Beda L. Brainard, now or formerly of William W. and Mary A. Zisk, more fully described in a deed from Minerva Calef, Administratrix of the Estate of Arthur B. Calef to Robert Henry Carlson dated June 18, 1925, recorded in Volume 56 page 228.

SECOND PIECE:

A certain piece or parcel of land containing Four (4) acres more or less, bounded and described as follows, viz:

Beginning at a pile of stones about 110 feet southwesterly from a pile of stones at the northeast corner of land formerly of Gustaf B. Carlson and deeded to him by heirs of John May; from thence fifty-four (54) rods in straight line to a pile of stones at the Southeasterly corner of land formerly of Sarah H. Arnold and Ephraim P. Arnold and at corner of land now or formerly owned by Charles B. Carlson; from thence Northwesterly to the Southwesterly corner of aforesaid tract formerly of Gustaf B. Carlson; from thence following the line of said land formerly of Gustaf B. Carlson to place of beginning.

SCHEDULE A

(DESCRIPTION)

Said granted land is bounded

NORTHERLY by land formerly of Gustaf B. Carlson;

EASTERLY by land formerly of Sarah H. Arnold and Ephraim P. Arnold;

SOUTHEASTERLY by land now or formerly of Charles B. Carlson; and

WESTERLY by land formerly of Gustaf B. Carlson;

Said premises are conveyed together with an easement for the purpose of traveling on foot, with horses, cattle teams, and motor vehicles over a certain piece of land now or formerly owned by William W. Zisk and Mary A. Zisk as is more particularly described in a Deed from William W. Zisk and Mary A. Zisk to Buckley E. Johnson and Eric H. Johnson, dated July 17, 1947, recorded February 14, 1948 in Volume 73 Pages 311-312; the interest of said Buckley E. Johnson having been conveyed to Carl J. Anderson by Quit-Claim Deed dated February 11, 1948 recorded April 14, 1948 in Volume 73 Pages 353-354 to which reference is hereby made.

Said premises are further conveyed together with 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.

"EXHIBIT B" (201a)  
FARMERS & MECHANICS BANK

## COMMERCIAL REVOLVING PROMISSORY NOTE FOR LETTER OF CREDIT

Middletown Connecticut October 30 1996  
(City) (Date)

FOR VALUE RECEIVED, the undersigned, (the "Borrower") hereby promises to pay to the order of Farmers & Mechanics Bank (the "Bank") at 237 Main Street, Middletown, Connecticut, or any other place or places designated by the Bank, the principal sum of Three Hundred Fifty Thousand and 00/100 dollars (\$350,000.00), or the aggregate unpaid principal amount of

advances made by the Bank to the Borrower under terms hereinafter set forth, whichever is less in lawful money of the United States and to pay interest on each advance at the rate of four percent (4.00 %) per year above the Prime Rate as it is established from time to time, and to pay all taxes levied or assessed upon said principal sum against any holder of the Note and all costs, including reasonable attorney's fees, incurred in the collection thereof, in the foreclosure of any mortgage or security interest now or hereafter securing the same or in any proceeding otherwise enforce or protect this Note or any security therefor. Interest on this Note shall be computed on the basis of a year of three hundred and sixty (360) days or actual days elapsed.

This Note has been executed and delivered subject to the following terms and conditions.

1. Advances: The Bank has issued its Letter of Credit No. 13-10-201

as requested by the Borrower, a copy of which is attached hereto as Exhibit A. The Bank will endorse on Schedule 1 to this Note, an appropriate notation evidencing each draft honored by the Bank pursuant to such Letter of Credit, the amount of which draft shall be an advance hereunder, each repayment on account of the principal thereof, and the amount of interest paid; and the Borrower agrees that the amounts shown on said Schedule 1 from time to time shall constitute the amount owing to the Bank pursuant to this Note. Each advance shall be due and payable on demand. The Borrower acknowledges that the Borrower has no right to receive directly any advances hereunder, and that advances are to be made by the Bank solely pursuant to the Letter of Credit.

2. Interest: Interest shall be payable monthly beginning on the first day of the first month following the first advance hereunder, and continuing thereafter on the first day of each succeeding month until all amounts due hereunder shall be paid in full. Changes in the interest rate resulting from changes in the Prime Rate shall take place immediately without notice or demand of any kind. On default or delinquency, the unpaid principal balance shall bear interest at a rate which is two (2) percentage points per annum greater than that which would otherwise be applicable.

3. Prime Rate: XXXXXXXXXXXXXXX Prime Rate is the interest rate generally announced by XXXXXXXXXXXXXXX from time to time, as its Prime Rate. As said XXXXXXXXXXXXXXX Prime Rate changes from time to time, the interest rate hereunder shall change correspondingly at the time of each XXXXXXXXXXXXXXX Prime Rate change, without notice or demand of any kind. On the date of this Note, XXXXXXXXXXXXXXX Prime is Eight and one quarter percent per year.

4. Maturity: If not sooner demanded, the entire principal balance due hereunder plus all accrued interest thereon shall be due and payable on October 30, 1997.

5. Collateral (Check Applicable Box(es)): This Note is unsecured, secured by a lien on certain assets of the Borrower as provided in a security agreement of even date herewith, X secured by a mortgage of even date herewith on property known as See Schedule A.

6. Lien and Setoff: Borrowers and Endorsers each give the Bank a lien and right of setoff for all Borrower's and Endorsers' liabilities arising hereunder upon and against Borrower's and Endorsers' deposits, credits and property now or hereafter in the possession or control of the Bank or in its custody. The Bank may at any time without notice and without first resorting to any collateral which may secure this Note, apply all or any part of said deposits, credits and property to Borrower's or any of the Endorsers' liabilities and obligations to the Bank through any of the aforesaid Borrower's and Endorsers' liabilities and obligations hereunder be unmatured.

7. Prepayment: The Borrower has the right to pay before due the unpaid balance of this Note or any part thereof without penalty or premium.

8. Additional Charges if Payment is Not Made When Due: If payment is not made on demand, Borrower further promises to pay the Bank additional interest on the unpaid balance at the rate of two (2) percentage points per annum from the accelerated due date until the original maturity date and at the variable rate provided for above plus two (2) percentage points per annum after maturity or demand, which amounts shall each become an additional part of the unpaid balance, together with, as an additional part of the unpaid balance, all costs, expenses and reasonable attorney's fees, incurred in the collection of all or part

of this Note or any guaranty thereof, foreclosure of any mortgage or security interest which may now or hereafter secure either the debt hereunder or a guaranty thereof, any act to protect or sustain the lien of any such mortgage security agreement, any litigation or controversy arising from or connected with this Note, or any act to protect, enforce or release any of its rights or remedies with regard to any collateral which may now or in the future secure this Note with regard to or against Borrower or any endorser, guarantor or surety of this Note. The payment of any additional charges provided for in this paragraph shall not be construed as an extension of the date when payment is due or demand.

9. Prejudgment Remedy Waiver: Borrower and each guarantor and endorser of Borrower's obligations to the Bank hereunder waive the right any of them may have to prior notice of and a hearing on the right of any holder of this Note to a prejudgment remedy, which remedy enables said holder by way of attachment, foreign attachment, garnishment or replevin to deprive any of them of, or take the use of, possession or enjoyment by any of them of, any of their property, anytime prior to judgment in any litigation instituted in connection with this Note.

10. Joint and Several Obligation: This Note shall be the joint and several obligation of Borrower and each guarantor and endorser of Borrower's obligation to the Bank, and each provision of this Note shall apply to each and all jointly and severally and to the property and liabilities of each and all, who hereby waives presentation for payment, protest and notice of dishonor, and who hereby agrees to any extension or delay in the time for payment or enforcement, renewal of this Note and to any substitution or release of any collateral, without notice and without any effect on their liabilities. Any delay on the part of the holder hereof in exercising any right hereunder or under any mortgage security agreement which may secure this Note shall not operate as a waiver. The rights and remedies of the holder hereof shall be cumulative and not in alternative, and shall include all rights and remedies granted herein, in a document referred to herein, and under all applicable laws. The provisions of this Note shall bind the heirs, executors, administrators, assigns, and successors of each and every Borrower and each guarantor and endorser of Borrower's obligations to the Bank and shall inure to the benefit of the Bank successors and assigns.

11. Events of Default: Each of the following shall constitute an "Event of Default" hereunder: failure of Borrower to pay or perform any of Borrower's liabilities or obligations to the Bank (whether under this Note or otherwise) which are due to be paid or performed; any material adverse change in the financial condition of Borrower or any guarantor or endorser (hereafter called Obligor) hereof; failure of Borrower to comply with the terms of, or the occurrence of default under, any mortgage or security agreement which may secure this Note; any material loss, theft, substantial damage or destruction of or to any collateral which may secure this Note; sale or other disposition of or encumbrance of or the making of any levy, seizure or attachment of any collateral which may secure this Note, or death or incompetency of, termination of the existence of, insolvency of, business failure of, application for or appointment of a receiver any part of the property of, assignment for the benefit of creditors of, or commencement of any proceeding (whether for the purpose of liquidation, rehabilitation or otherwise) under any bankruptcy or insolvency laws against Borrower or of, by or against any Obligor of any of Borrower's liabilities or obligations to the Bank (whether under this Note or otherwise).

12. Acknowledgment of Copy: Borrower acknowledges receipt of a copy of this Note, and attests that the loan is to be used for general commercial purposes and that no part of such proceeds will be used, in whole or in part, for the purchase or carrying of any "margin security" as such term is defined in Regulation U of the Board of Governors of the Federal Reserve System. Borrower and all Obligors hereunder acknowledge that their liability hereunder shall continue while there is any responsibility of the Bank to make advances, and until all amounts due hereunder shall have been paid in full.

## INDIVIDUAL BORROWER

Individual Borrower's Signature(1) \_\_\_\_\_ Social Sec. No. \_\_\_\_\_

Individual Borrower's Signature(2) \_\_\_\_\_ Social Sec. No. \_\_\_\_\_

## CORPORATE OR PARTNERSHIP BORROWER

Walkley Heights Associates  
Architects, Engineers, Inc. Corporate Borrower  
By Steven A. Rocco ACF, Inc.  
Signature of Officer or Partner of Borrower

1783 Saybrook Road, Haddam, CT  
By Jonathan Gottlieb ACF, Inc.  
Signature of Officer or Partner of Borrower

## Each individual agrees in the terms of the foregoing Note

Individual Endorser's Signature(1) Steven A. Rocco Social Sec. No. 069-46-4560

Individual Endorser's Signature(2) Elwin G. Schwartz Social Sec. No. 058-38-9534

Corporate or Partnership Endorser's Signature(1) Steven A. Rocco ACF, Inc.  
Signature of Officer or Partner of Endorser

Corporate or Partnership Endorser's Signature(2) Jonathan Gottlieb ACF, Inc.  
Signature of Officer or Partner of Endorser

## ENDORSEMENTS

Individual Endorser's Signature(1) Jonathan Gottlieb Social Sec. No. 112-36-9714

Individual Endorser's Signature(2) Elwin G. Schwartz Social Sec. No. \_\_\_\_\_

Corporate or Partnership Endorser's Signature(1) Elwin G. Schwartz Access Management, Inc.  
Signature of Officer or Partner of Endorser

Corporate or Partnership Endorser's Signature(2) Elwin G. Schwartz Access Management, Inc.  
Signature of Officer or Partner of Endorser

"EXHIBIT B" (202a)  
FARMERS & MECHANICS BANK

## COMMERCIAL REVOLVING PROMISSORY NOTE FOR LETTER OF CREDIT

Middletown, Connecticut, October 30, 1996  
(City) (State) (Date)

FOR VALUE RECEIVED, the undersigned (the "Borrower") hereby promises to pay to the order of Farmers & Mechanics Bank (the "Bank") at 237 Main Street, Middletown, Connecticut, or any other place or places designated by the Bank, the principal sum of Five Thousand and 00/100 \$5,000.00, or the aggregate unpaid principal amount of all

advances made by the Bank to the Borrower under terms hereinafter set forth, whichever is less in lawful money of the United States and to pay interest on each advance at the rate of four percent (4.00 %) per year above the Prime Rate as it is established from time to time, and to pay all taxes levied or assessed upon said principal sum against any holder of the Note and all costs, including reasonable attorney's fees, incurred in the collection thereof, in the foreclosure of any mortgage or security interest now or hereafter securing the same or in any proceeding to otherwise enforce or protect this Note or any security therefor. Interest on this Note shall be computed on the basis of a year of three hundred and sixty (360) days and actual days elapsed.

This Note has been executed and delivered subject to the following terms and conditions:

1. **Advances:** The Bank has issued its Letter of Credit No. 13-10-202

as requested by the Borrower, a copy of which is attached hereto as Exhibit A. The Bank will endorse on Schedule 1 to this Note, an appropriate notation evidencing each draft honored by the Bank pursuant to such Letter of Credit, the amount of which draft shall be an advance hereunder, each ready to be cashed on account of the principal interest, and the amount of interest paid, and the Borrower agrees that the amounts shown on said Schedule 1 from time to time shall constitute the amount owing to the Bank pursuant to this Note. Each advance shall be due and payable on demand. The Borrower acknowledges that the Borrower has no right to receive directly any advances hereunder, and that advances are to be made by the Bank solely pursuant to the Letter of Credit.

2. **Interest:** Interest shall be payable monthly beginning on the first day of the first month following the first advance hereunder, and continuing thereafter on the first day of each succeeding month until all amounts due hereunder shall be paid in full. Changes in the interest rate resulting from changes in the Prime Rate shall take place immediately without notice of demand or any kind. On default or non-payment, the unpaid principal balance shall bear interest at a rate which is two (2) percentage points per annum greater than that which would otherwise be applicable.

3. **Prime Rate:** the Prime Rate is the interest rate generally announced by the Federal Reserve Bank of New York from time to time as its Prime Rate. As said Prime Rate changes from time to time, the interest rate hereunder shall change correspondingly at the time of each Prime Rate change, without notice of demand or any kind. On the date of this Note, the Prime Rate is eight and one quarter percent per year.

4. **Maturity:** If not sooner demanded, the entire principal balance due hereunder plus all accrued interest thereon shall be due and payable on October 30, 1997.

5. **Collateral (Check Applicable Box(es)):** This Note is unsecured, secured by a lien on certain assets of the Borrower as provided in a security agreement of even date herewith; X secured by a mortgage of even date herewith on property known as See Schedule A.

6. **Lien and Setoff:** Borrowers and Endorsers each give the Bank a lien and right of setoff for all Borrowers' and Endorsers' liabilities arising hereunder upon and against Borrowers' and Endorsers' deposits, credits and property now or hereafter in the possession or control of the Bank or transferred to it. The Bank may, at any time without notice and without first resorting to any collateral which may secure this Note, apply all or any part of said deposits, credits and property to Borrowers' or any of the Endorsers' liabilities and obligations to the Bank through any of the aforesaid Borrowers and Endorsers' liabilities and obligations hereunder, be unimpaired.

7. **Prepayment:** The Borrower has the right to pay before due the unpaid balance of this Note or any part thereof without penalty or premium.

8. **Additional Charges if Payment is Not Made When Due:** If payment is not made as required, Borrower further promises to pay the Bank additional interest on the unpaid balance at the rate of two (2) percentage points per annum from the accelerated due date until the original maturity date and at the variable rate provided for above plus two (2) percentage points per annum after maturity or demand, which amounts shall each become an additional part of the unpaid balance, together with, as an additional part of the unpaid balance, all costs, expenses and reasonable attorney's fees incurred in the collection of all or part

of this Note or any guaranty thereof, foreclosure of any mortgage or security interest which may now or hereafter secure either the debt hereunder or any guaranty thereof, any act to protect or sustain the lien of any such mortgage or security agreement, any litigation or controversy arising from or connected with this Note or any act to protect, enforce or release any of its rights or remedies with regard to any collateral which may now or in the future secure this Note or with regard to or against Borrower or any endorser, guarantor or surety of this Note. The payment of any additional charges provided for in this paragraph shall not be construed as an extension of the date when payment is due or demand.

9. **Prejudgment Remedy Waiver:** Borrower and each guarantor and endorser of this Note, by executing this Note, irrevocably and exclusively assigns to the Bank the right to a prejudgment remedy, which remedy enables said holder by way of attachment, foreign attachment, garnishment or otherwise to deprive any of them of or affect the use of possession or enjoyment by any of them of any of their property of any time prior to judgment in any litigation instituted in connection with this Note.

10. **Joint and Several Obligation:** This Note shall be the joint and several obligation of Borrower and each guarantor and endorser of Borrower's obligation to the Bank, and each provision of this Note shall apply to each and all jointly and severally and to the property and liabilities of each and all, who hereby waive presentment for payment, protest and notice of dishonor, and who hereby agree to any extension or delay in the time for payment or enforcement, to renewal of this Note and to any substitution or release of any collateral, all without notice and without any effect on their liabilities. Any delay on the part of the holder hereof in exercising any right hereunder or under any mortgage or security agreement which may secure this Note shall not operate as a waiver. The rights and remedies of the holder hereof shall be cumulative and not in the alternative, and shall include all rights and remedies granted herein, in any document referred to herein, and under all applicable laws. The provisions of this Note shall bind the heirs, executors, administrators, assigns, and successors of each and every Borrower and each guarantor and endorser of Borrower's obligations to the Bank and shall inure to the benefit of the Bank, its successors and assigns.

11. **Events of Default:** Each of the following shall constitute an "Event of Default" hereunder: failure of Borrower to pay or perform any of Borrower's liabilities or obligations to the Bank (whether under this Note or otherwise) when due to be paid or performed; any material adverse change in the financial condition of Borrower or any guarantor or endorser (hereafter called "Obligors") hereof; failure of Borrower to comply with the terms of, or the occurrence of default under, any mortgage or security agreement which may secure this Note; any material loss, theft, substantial damage or destruction of or to any collateral which may secure this Note; sale or other disposition of or encumbrance on or the making of any levy, seizure or attachment of any collateral which may secure this Note or death or incompetency, termination or the existence of insolvency of, business failure of, application for or appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding (whether for the purpose of liquidation or reorganization or otherwise) under any bankruptcy or insolvency laws by or against Borrower or by or against any Obligor of any of Borrower's liabilities or obligations to the Bank (whether under this Note or otherwise).

12. **Acknowledgement of Copy:** Borrower acknowledges receipt of a copy of this Note, and attests that the loan is to be used for general commercial purposes and that no part of such proceeds will be used in whole or in part, for the purpose of purchasing or carrying any "margin security" as such term is defined in Regulation U of the Board of Governors of the Federal Reserve System. Borrower and all Obligors hereunder acknowledge that their liability hereunder shall continue while there is any responsibility of the Bank to make advances and until all amounts due hereunder shall have been paid in full.

## INDIVIDUAL BORROWER

Individual Borrower's Signature(1) \_\_\_\_\_ Social Sec. No. \_\_\_\_\_

Individual Borrower's Signature(2) \_\_\_\_\_ Social Sec. No. \_\_\_\_\_

## CORPORATE OR PARTNERSHIP BORROWER

Walkley Heights Associates

Architects Equity, Inc.

Steven A. Rocco, Its President

Jonathan Gottlieb, Its President

Elwin G. Schwartz, Its President

ACF, Inc.

ACF Management, Inc.

Elwin G. Schwartz, Its President

Jonathan Gottlieb, Its President

Steven A. Rocco, Its President

Elwin G. Schwartz, Its President

Jonathan Gottlieb, Its President

Steven A. Rocco, Its President

Elwin G. Schwartz, Its President

Jonathan Gottlieb, Its President

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Elwin G. Schwartz, Its President

Jonathan Gottlieb, Its President

Steven A. Rocco, Its President

Elwin G. Schwartz, Its President

Jonathan Gottlieb, Its President

Steven A. Rocco, Its President

Individual Borrower's Signature(1) \_\_\_\_\_ Social Sec. No. \_\_\_\_\_

Individual Borrower's Signature(2) \_\_\_\_\_ Social Sec. No. \_\_\_\_\_

## CORPORATE OR PARTNERSHIP ENDORSER

Walkley Heights Associates

Architects Equity, Inc.

Steven A. Rocco, Its President

Jonathan Gottlieb, Its President

Elwin G. Schwartz, Its President

ACF, Inc.

ACF Management, Inc.

Elwin G. Schwartz, Its President

Jonathan Gottlieb, Its President

Steven A. Rocco, Its President

Elwin G. Schwartz, Its President

Jonathan Gottlieb, Its President

Steven A. Rocco, Its President

Elwin G. Schwartz, Its President

Jonathan Gottlieb, Its President

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Jonathan Gottlieb, Its President

Steven A. Rocco, Its President

Elwin G. Schwartz, Its President

Jonathan Gottlieb, Its President

Steven A. Rocco, Its President

Elwin G. Schwartz, Its President

Jonathan Gottlieb, Its President

Steven A. Rocco, Its President

## Letter of Credit Agreement

of

Walkley Heights Associates

with

## Farmers &amp; Mechanics Bank

237 Main Street  
Middletown, CT 06457

No. 13-10-202

October 30, 1996

In consideration of the acceptance or payment by Farmers & Mechanics Bank, 237 Main St., Middletown, Connecticut 06457 (hereinafter called the "Bank"), or by any of its correspondents, of one or more drafts at the request of or for the account of the undersigned or under any Letter of Credit or Letter of Authority issued at the request of the undersigned, (hereinafter collectively referred to as the "drafts") and in consideration of the issuance of any such Letter of Credit or Letter of Authority (hereinafter called "Credit") and in consideration of any loans or advances made or credits granted by the Bank to the undersigned, including, but without limiting the generality of the foregoing, credits or loans on open account payable on demand or evidenced by drafts and made against the pledge of certain drafts or bills of exchange, hereinafter collectively referred to as "bills", drawn by or endorsed by the undersigned and entrusted to the Bank or any of its correspondents for collection, or evidenced by promissory note or notes, hereinafter referred to as "Notes", whether any such transaction be made simultaneously herewith or heretofore or hereafter, the undersigned hereby agrees with the Bank as follows:

1. **Payment:** The undersigned will provide the Bank at its head office, with funds to liquidate each of the drafts, together with all other amounts owing to the Bank in connection therewith, as follows: on demand in the case of sight drafts, not later than one business day before maturity in the case of dollar time drafts; and at such time before maturity as the Bank may demand in the case of time drafts in foreign currency, which shall be paid in United States currency at the current rate of exchange for cable transfers, provided, that the Bank may at its option accept as a means of payment when and if offered first class bankers' bills of exchange, in the amount and currency of the draft, bearing the endorsement of the undersigned.

The undersigned also agrees to pay to the Bank upon demand any or all of the unpaid balance of any demand loan account set up on the Bank's books for the benefit of the undersigned and shall pay to the Bank interest on the daily debit balances of said account at a rate per annum equal to four (4.00%) greater than the "Prime Rate" of the Bank. Prime Rate shall mean that rate designated by ~~the Bank from time to time~~ from time to time. Any such payment shall be made by the undersigned in such form as the Bank may require; provided, however, that if the Bank shall accept a check, draft, acceptance or other instrument in payment and the same shall not be paid when presented for payment, the amount thereof shall again be charged to said demand loan account. Said demand loan account as set up on the Bank's books shall be final and conclusive evidence as to the amount due to the Bank by the undersigned at any time with respect to all amounts borrowed by the undersigned from the Bank on open account.

2. **Promissory Notes:** From time to time upon request therefor the undersigned will execute and deliver to the Bank in such form as it may require a promissory note or notes for any amount borrowed hereunder or for all or any part of the debit balance of any demand loan account then remaining unpaid whereupon the Bank shall credit the amount thereof to said demand loan account and the only obligation of the undersigned with respect thereto shall be to pay such note or notes in accordance with the provisions thereof or as herein provided.

3. **Ownership:** The undersigned hereby recognizes and admits the Bank's title or security interest in and unqualified right to the possession and disposal of all merchandise shipped under or relative to any of the drafts or bills or any Credit or Notes whether or not released to the undersigned on trust or bailee interest, and also in and to all documents of title or certificates of insurance and all documents accompanying or relative to any drafts or bills, and in and to the proceeds of each and all of the foregoing, until the undersigned shall have paid to the Bank in full all obligations and liabilities, direct or indirect, due from the undersigned to the Bank. The undersigned shall in no event have any property rights in the said merchandise or documents or proceeds, as purchaser, owner or otherwise during the said period of ownership by the Bank and shall have no rights against the Bank other than that of a creditor for any excess proceeds in its hands after all charges and expenses and all liabilities of the undersigned have been paid and all other obligations of the undersigned have been secured in a manner satisfactory to the Bank in case it happens. The undersigned will procure all insurances required for the import, export or shipping of the aforesaid merchandise, will comply with all foreign and domestic laws and regulations with respect thereto and during the ownership of the merchandise by the Bank will keep the merchandise insured to the satisfaction of the Bank against all usual risks and against such special risks as the Bank may designate, all such insurance to be payable to the Bank.

4. **Exemption of Bank From Responsibility:** The Bank shall not be responsible for the correctness or validity of any document at any time deposited hereunder either by the undersigned or otherwise, nor for the description, quantity, quality or value of any property represented by any such document or at any time deposited hereunder, nor for the validity of any insurance on any property at any time deposited hereunder, including property represented by any document at any time deposited hereunder, whether or not such insurance shall have been effected by the Bank, nor for any delay by, or deviation from, instructions given to, any warehouse,

man, common carrier, or other person or corporation, nor for any action taken by the Bank, in connection with the handling of any document and/or property at any time deposited hereunder unless such action shall be taken by the Bank, in bad faith. The undersigned hereby assumes all responsibility for, and the obligation of the undersigned to pay all or any part of the debit balance of any demand loan account of the undersigned at any time remaining unpaid and/or any promissory note executed and delivered by the undersigned to the Bank, hereunder shall not be affected or impaired by any error or delay in the transmission of any telegram or cablegram or the loss of any letter or other document that may be transmitted or sent in connection with any collateral deposited hereunder. The Bank is authorized to use where necessary its customary correspondents or agents in connection with any matter which may arise with respect to its handling of any document and/or property at any time deposited hereunder and such correspondents or agents shall operate as agents of the undersigned which assumes all responsibility for their operations.

5. **Liens:** The undersigned hereby gives the Bank a lien for all liabilities direct or indirect of the undersigned upon all property, real or personal, tangible or intangible, negotiable or non-negotiable, of any kind whatsoever, or any interest in any thereof, now or hereafter pledged, mortgaged, transferred or assigned to the Bank or otherwise in the possession or control of the Bank, either as security or for safekeeping or for any other or different purpose for the account or credit of the undersigned, and upon any balance of any deposit account or credit of the undersigned with the Bank, whether now existing or hereafter established. For the purpose of this paragraph all remittances and property shall be deemed to be in the possession of the Bank as soon as the same is put in transit to it by mail or carrier. The Bank may at any time at its option set off the debit balance of the demand loan account of the undersigned then remaining unpaid and/or the unpaid amount of any note or other evidence of indebtedness irrespective of its terms or maturity and/or the amount due or to become due on any such obligation of the undersigned to the Bank against any claim of the undersigned against the Bank, including any call account or other deposit of the undersigned with the Bank.

6. **Additional Collateral:** The undersigned agrees at any time and from time to time, on demand, to deliver, convey, transfer or assign to the Bank as security for any and all obligations and liabilities hereunder, and also for any and all other obligations and liabilities, absolute or contingent, due or to become due, which are now or may at any time hereafter be owing to the Bank by the undersigned, additional security of a value and character satisfactory to the Bank or to make such payment as the Bank may require. The receipt by the Bank, or any of its correspondents, of other security at any time and of whatever nature, including cash, shall not be deemed to be a waiver of any of its rights and powers herein recognized.

7. **Acceleration of Obligation:** In case of the failure of the undersigned to furnish additional security forthwith when requested by the Bank or to fulfill any other obligations of the undersigned hereunder, or in case of default in the prompt payment of any of the liabilities of the undersigned, or upon appointment of a conservator, rehabilitator or similar officer for the undersigned or upon the issuance of any writ of attachment against any of the property of the undersigned, or upon the commencement of any proceedings for the relief or reorganization of the undersigned under any present or future law, or upon the insolvency, general assignment or suspension of the usual business of the undersigned, then and in any such case all obligations and liabilities of the undersigned whether contingent or absolute shall become and be immediately due and payable without demand or notice, notwithstanding any credit or time allowed to the undersigned or to the Bank on any instrument evidencing any such obligation or liability or otherwise; and in any such case, or in case of failure of the undersigned to pay any of such obligations or liabilities when it or they shall become or be made due, or whenever the Bank, at any time to times, may deem the same advisable or proper for its protection, either before or after maturity of any of the liabilities, contingent or absolute, of the undersigned the Bank may (1) exercise any or all of the rights of ownership herein given, including the rights of possession, and including the right to apply with or without prior notice, all or any part of the balances of any deposit accounts or credits of the undersigned to such of the liabilities of the undersigned and in such amounts as it may select, and the undersigned expressly authorizes the Bank in its sole discretion to manage, collect, foreclose, or otherwise realize upon the same, with or without suit and make such compromise as it may deem best with any or all parties in interest to the same extent as though it were, for all purposes, the owner thereof; (2) extend the time of payment of any instruments or chooses in action as to other parties liable thereon, without thereby incurring responsibility to, or discharging or otherwise affecting any liability of, the undersigned, who hereby waives presentation, demand, protest, and notice of nonpayment of any such instrument; and (3) in addition thereto or coincidental therewith, sell immediately, without demand for payment, without advertisement and without notice to the undersigned, all of which are hereby expressly waived, any and all such property, arrived or to arrive, at private sale or at public auction or at brokers board or otherwise, at the option of the Bank in such parcel or parcels and at such time or times and at such place or places and for such price or prices and upon such terms and conditions, for cash

\* Wall Street Journal Prime Rate

(continued on reverse)

or for credit, for present or future delivery, as may seem proper to the Bank. The Bank at any sale may become the purchaser of any of the property sold. The Bank may apply the net proceeds of any such sale or sales, together with any balance of deposits and any sums credited by or due from the Bank to the undersigned in general account or otherwise, to the payment of any and all obligations or liabilities of the undersigned to the Bank however arising. The undersigned hereby expressly waives and releases each and every right, including right of redemption, which conflicts with the terms of this paragraph.

8. **Liability for Expenses:** The undersigned is chargeable with and agrees to repay the Bank or otherwise assume responsibility for and discharge all costs, risks, loss, liabilities, expenses and charges including counsel fees and commissions arising hereunder or in connection with such bills, including without limitation those of care, shipment, entry, storage, manufacture, handling, collection, disposal or sale of or realization upon any of the properties herein referred to, (including any merchandise, bills and other instruments) or in any way relating to the rights of the Bank hereunder or arising from loss in exchange, delay in remittance, blockade of funds, foreign currency controls, loss of delay during transmission and collection of bills and drafts of the proceeds thereof, or other cause beyond the control of the Bank, its correspondents or agents.

9. **Waiver of Rights:** The Bank shall have no duty to exercise any of the rights acquired by it hereunder or otherwise with respect to any merchandise, bills or other property, and shall not be liable for any failure to do so or delay in doing so. No delay on the part of the Bank or its correspondents in exercising any rights hereunder or under any such bills, or under any trust receipt or other agreement, or failure to exercise the same, shall operate as a waiver of such rights and no delay in demanding or failure to demand an accounting from the undersigned under any trust receipt or other agreement shall be deemed to be a waiver of the right to an accounting or to any proceeds or property held hereunder. No notice to or demand on the undersigned shall be deemed to be a waiver of the right of the Bank or its correspondents to take further action without notice or demand as provided herein. Nor shall any waiver by the Bank of the strict and literal performance of any of the agreements of the undersigned be construed to be a waiver of any other agreement or undertaking, or of that agreement, except in the particular instance and the acceptance of any performance by the undersigned after any default by the undersigned, whether such default shall be known to the Bank or not, shall not be construed as any waiver by the Bank of such default, and the Bank shall not be deemed to have waived the strict and literal performance of any agreement or undertaking herein contained except such waiver shall be in writing and signed by an authorized officer of the Bank. Any notice to or demand on the undersigned elected to be given or made by the Bank shall be deemed to have been made when deposited in the mail or delivered to a telegraph, wireless, cable or radio company addressed to the last address of the undersigned appearing on the books of the Bank. This agreement may be rescinded by written notice from the undersigned to the Bank and after receipt of such notice this agreement shall remain in full force and effect and shall apply with respect to each and every transaction undertaken in reliance thereon until the same shall have been completed or terminated to the satisfaction of the Bank.

10. **Receipt of Funds:** The undersigned expressly assumes all responsibility for and agrees that the obligations, herein contained or referred to, to the Bank shall not be affected or impaired by, the non-payment of any bills of exchange which may be received by the Bank or by any collecting bank, agent or sub-agent in payment of bills pledged hereunder, it being the intent hereof that the Bank is to receive unrestricted funds in the currency stipulated in the bills with no delay beyond the terms of the bills and customary transit time. In the event that any of the Bank's correspondents, agents or sub-agents for collection of such bills shall advise it that any of the bills are not promptly accepted or paid, or that the proceeds are blocked or controlled so that prompt remittance to the Bank cannot be made, or in the event of the happening of any event, specified in Paragraph 7 above involving the drawee or the drawees of any of the bills, the undersigned will immediately upon receipt of such notice, waiving protest and notice of protest, pay or cause to be paid to the Bank in cash the face amount of any such bills so defaulted.

11. **Interpretation of Terms:** Any Credit or instructions of the undersigned may, in the discretion of the Bank or its correspondents, be interpreted by them in accordance with the rules, regulations and customs prevailing at the place where the Credit is available or the drafts are drawn or negotiated. The Bank and its correspondents may accept and act upon the name, signature, or act of any party purporting to be the executor, administrator, receiver, trustee in bankruptcy, or other legal representative of any party designated in any Credit or instructions of the undersigned in the place of the name, signature, or act of such party. Except where the undersigned shall give the Bank directions in writing to the contrary, partial shipments in excess of the quantity called for in any Credit or instructions of the undersigned may be made and the Bank may honor the relative drafts, the liability of the undersigned to reimburse the Bank for payments made or obligations incurred on such drafts being limited to the amount of the Credit or the amount specified in the instructions of the undersigned and if any Credit or instructions of the undersigned specify shipments in installments within stated periods and the shipper fails to ship in any stated period, shipments of subsequent installments may nevertheless be made in their respective stated periods and the Bank may honor the relative drafts. Unless otherwise specified in any Credit or instructions of the undersigned, the term "bill of lading" shall include any documents acknowledging receipt by the carrier for transportation, and the date of such documents shall be deemed to be the date of shipment.

12. **Insurance:** The undersigned will keep any property at any time held by the Bank as collateral security or as additional collateral security hereunder, including property represented by any document deposited hereunder, insured to the Bank's satisfaction against usual risks and against such special risks as the Bank may designate, and the policies of such insurance shall be made payable to the Bank in case of loss and upon request therefore shall be delivered to the Bank to be held by the Bank as further collateral security hereunder. In the event that the undersigned

shall fail to keep such property insured, the Bank may effect such insurance and pay any premium thereon in which case the Bank may, at its election, charge the amount thereof to said demand loan account of the undersigned whereupon the same shall be considered as an additional amount borrowed hereunder.

13. **Trust Receipts:** The undersigned will sign and deliver to the Bank on demand trust receipts in form acceptable to the Bank, containing such additional agreements as the Bank may require for its protection, with respect to any and all goods, documents or instruments, entrusted or delivered to the undersigned or in which a security interest is or shall be held by or transferred to the Bank and the undersigned agrees that the rights of the Bank specified herein or in any trust receipt shall be in addition to and not in limitation of the Bank's rights under any present or future applicable law or statute.

14. **Partnership:** If any party hereto shall be a partnership, this agreement shall remain in force and applicable notwithstanding any change in the individuals composing the partnership, and the terms "undersigned" shall include any altered or successive partnerships, but the predecessor partnerships and their partners shall not thereby be released from any liability.

15. **Duration of Agreement:** This agreement shall remain in full force and effect until such time as the same shall be terminated by either the Bank or the undersigned; provided, however, that if upon the date of any such termination there shall be a debit balance of said demand loan account of the undersigned remaining outstanding and unpaid hereunder or if there shall be any amount then unpaid on any promissory note or other evidence of indebtedness or obligation of the undersigned to the Bank, this agreement shall remain in full force and effect with respect thereto until the same is paid in full. Such termination shall be effective if the party desiring to terminate the same either deliver a notice to the effect personally to the other party or shall mail the same to the address of the other party last known to it. This agreement shall be governed in all respects by the laws of the State of Connecticut and shall be binding upon the executors, administrators, successors and assigns of the undersigned and shall inure to the benefit of the Bank's successors and assigns. The term "undersigned" and any pronoun referring thereto shall be construed in the singular, plural, masculine, feminine or neuter in accordance with the manner in which this proposal is executed and if the same shall be executed by more than one person they shall be jointly and severally bound by all of the provisions hereof.

16. This Agreement is secured by:

Sep. Schedule A

17. **Warranty:** The undersigned warrants that it has full and complete right, power and authority to make the foregoing proposal.

Walkley Heights Associates

Name 1783 Saybrook Road

Address Haddam, CT

By Architects Equity, Inc.

By Steven A. Rocco  
Signature Steven A. Rocco, Its President

By ACE, Inc.

By Jonathan Gottlieb  
Signature Jonathan Gottlieb, Its President

By Acees, Management, Inc.

By Elwin G. Schwartz  
Signature Elwin G. Schwartz, Its President

RECEIVED FOR RECORD  
11/19/96 at 10:12 A.M.  
TOWN CLERK'S OFFICE  
HADDAM, CONN.

Amos T. Baker, ATC  
Treasurer

Return to:  
Rochester & Shuman  
363 Main St.  
Middletown, CT 06457