File No.: 29753.10003

RECORDING ENDORSEMENT

BORROWER(S) NAME: Fair Wind Properties, LLC

STREET NAME: 206 Bay View Avenue

PLAT/MAP 47 ***BLOCK*** ____ ***LOT/CARD*** 3

CITY/TOWN: Bristol

RUN DATE: 10/6/2021

NAMES TO RUN: Mary Jane Matos

ONIML 12/3/2021 @ 9:00am

THE FOLLOWING RECORDING INFORMATION IS PROVIDED FOR THE ABOVE ENTITLED LOAN:

	DOCUMENT	*DATE*	*TIME*	*DOC. # or BK/PG*	
1.	MLC	12/3/2021	2:45pm	2147/343	$8
2.	Deed	↓	↓	2147/344	$85
3.	Mtg			2148/1	$87
4.					
5.					
6.					
7.					
8.					
9.					
10.					

OTHER INSTRUCTIONS AND NOTES:

RECORDING APPROVED BY: AM **initials**

☐ Sale

☐ Refinance

REQUEST FOR CERTIFICATE
SECTION 44-7-11
GENERAL LAWS OF RHODE ISLAND

Document Number 00013877
BOOK 2147 PAGE 343

Date: **10/8/2021** Requested by: SAYER REGAN & THAYER, LLP

Address: 130 BELLEVUE AVE
NEWPORT, RI 02840

Taxpayer Name: **MATOS, MARY J TRUSTEES, MANUEL** Account #: **13-1233-00**

Address: **206 BAY VIEW AVE** Prev. Acct #

Plat: **047** **Lot:** **0003** **Unit:** MV Acct #

Year	Original Tax	Exemption (if any)	Tax	Signature date Interest & Fees	Per Diem	Total Due (taxes, interest & fees)
			BALANCE OUTSTANDING			
2021	**$ 9,570.23**	**(350.00)**	**$6,915.15**			**6,915.15**
2020			**$0.00**			**Paid in full**

Motor Vehicle/Excise Tax

2021						
2020						

Supplemental billing may occur after December 31st assessment date (ex. Construction or subdivision)

Motor Vehicle billed 1 year in arrears subject to receive a bill next year

Sewer use fee of **$ 1,713.00** are included in principal above. Current unit rate : **$ 571.00**

Sewer Assessment; Year assesed : **N/A** Remaining balance: **N/A**

****** Sewer Assessment may be be paid annually at $302.98 for 20 years ******

Prior year(s) deferred taxes (RIGL 44-3-20.2) are not included on this form. Refer to land evidence records.

Contact the Bristol County Water Authority (401) 245-2022 for water use and/or installation.

Tax Sale Information:

Tax sales are held annually. Any property with previous year's taxes due at that time is subject to effect from said action

Other Information:

Interest figures are valid as of the signature date below. The per diem rate is entered above.

PLEASE CALL TO GET CURRENT INTEREST & PENALTIES PRIOR TO CLOSING

Assessment information--An owner of property assessed December 31 would receive a bill in July representing taxes for the calendar year. The bill would be payable in installments in accordance with Rhode Island General Laws and the Town's Resolution to Levy.

THIS IS TO CERTIFY THAT THE ABOVE IS TRUE AND CORRECT, SAID CERTIFICATION IS GIVEN IN ACCORDANCE WITH SECTION 44-7-11 OF THE GENERAL LAWS OF RHODE ISLAND, 1956, AS OF THIS **08** DAY OF **October 2021**

Recorded Dec 03,2021 at 02:45PM
Melissa Cordeiro Town Clerk

Please Note: the information presented above is subject to provisions ro RIGL 44-5-13.

Fee $ 25.00

Town of Bristol
10 Court St
Bristol, RI 02809

TOWN OF BRISTOL RHODE ISLAND

Prepared By: Marie E. Amaral

Approved By: Dee-Ann Netto

THIS DOCUMENT PREPARED BY:
Warr & Warr, PC
47 Bullocks Point Avenue
East Providence, RI 02915
File No. 2021-RI-6655

Property Address:
206 Bayview Avenue
Bristol, RI 02809

-------Above This Line Reserved For Official Use Only-------

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT:

FOR VALUABLE CONSIDERATION OF EIGHT HUNDRED FIVE THOUSAND AND 00/100 DOLLARS ($805,000.00), and other good and valuable consideration, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, **Mary Jane Matos**, of 206 Bayview Avenue Bristol, Rhode Island 02809 hereinafter referred to as "Grantor," does hereby give, grant, bargain, sell and confirm unto **Fair Wind Properties, LLC,** a Rhode Island Limited Liability Company hereinafter "Grantee," having an address of PO Box 333 Bristol, RI 02809, the following lands and property, together with all improvements located thereon, lying in the Town of Bristol, County of Bristol, State of Rhode Island, with all WARRANTY COVENANTS:

That certain lot or parcel of land with all the buildings and improvements thereon situated on the southerly side of Bay View Avenue in the Town and County of Bristol, and State of Rhode Island bounded and described as follows:

Beginning at a point in the southerly line of Bay View Avenue at the northwestern corner of land now or lately of Marion S. Bettencourt, et ux, said point of beginning being the northeasterly corner of the premises herein described; thence running southerly One Hundred Ten (110) feet, bounded easterly on said Bettencourt land; thence turning an interior right angle and running westerly Five (5) feet; thence turning an exterior right angle and running southerly Forty-Four (44) feet; thence turning another exterior right angle and running easterly Seventy (70) feet more or less to land now or lately of Francis E. King, said last three courses bounding southerly, easterly and northerly on said Bettencourt land; thence turning an interior right angle and running southerly Three Hundred Forty-Eight and 27/100 (348.27) feet more or less to land now or lately of C. J. Pearson Co., bounding easterly on said King land; thence turning an interior angle of 91 degrees 54' and running westerly Two Hundred Fifty and 83/100 (250.83) feet more or less to land now or lately of John F. and Beatrice N. Cirillo, bounding on the south by said C. J. Pearson Co. land; thence turning an interior angle of 83 degrees 29' and running northerly Three Hundred Thirty-Seven and 53/100 (337.53) feet more or less to land now or lately of Cecilio Ferreira et ux, bounding westerly in part by land of said Cirillo and in part by land now or lately of Matteo P. and Rita H. Castigliago, in part by land now or lately of Adeline C. Lawrence and in part by land now or lately of Edward Sardinha, et ux; then turning an interior angle of 98 degrees 59' and running easterly Seventy-Eight (78) feet more or less bounding northerly on said Ferreira land; and thence turning an exterior angle of 96 degrees 17' 30" and running northerly one hundred sixty (160) feet to the south line of Bay View Avenue bounding westerly by said Ferreira land; thence turning an interior angle of 98 degrees 8' 30" and running easterly along the said south line of Bay View Avenue Seventy-Two and 50/100 (72.50) feet to aforesaid Bettencourt land and forming an interior angle of 83 degrees 47' at the point and place of beginning.

Subject to taxes assessed as of December 31, 2021.

The Grantor do hereby covenant, by Affidavit, that he/she/they is/are a resident(s) of the State of Rhode Island in compliance with R.I.G.L. Section 44-30-71.3.

Meaning and intending to convey and hereby conveying the same premises as described in those Deeds recorded November 15, 2021 in Book 2144 at Page 11 and Book 2144 at Page 20 in the Bristol Town Clerk Land records Office.

WITNESS Grantor's hand this 1 day of December, 2021.

Mary Jane Matos {Seal}
Mary Jane Matos

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

On this 1st day of December, 2021, before me, the undersigned notary public, personally appeared Mary Jane Matos, personally known to the notary or proved to the notary through satisfactory evidence of identification, which was RI License, to be the person whose name is signed on the preceding or attached document, and acknowledged to the notary that he (she) signed it voluntarily for its stated purpose.

Notary Public Signature

Seal:

RONALD R. WARR, JR.
NOTARY PUBLIC
ID # 44045
COMMISSION EXPIRES 1/19/22
RHODE ISLAND

SEND TAX STATEMENTS TO THE GRANTEE.

Grantee's Address:
Fair Wind Properties, LLC
P.O. Box 333
Bristol, RI 02809

Recorded Dec 03,2021 at 02:45PM
Melissa Cordeiro Town Clerk

PLEASE RETURN TO:
Adam H. Thayer, Esq.
Sayer Regan & Thayer, LLP
130 Bellevue Avenue
Newport, RI 02840

THE PEOPLE'S CREDIT UNION

858 West Main Road
Middletown, RI 02842

OPEN-END MORTGAGE DEED, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS

Open-End Mortgage To Secure Present
and Future Loans Under Chapter 25 of Title 34

THIS OPEN-END MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (this "Mortgage"), dated as of the 2nd day of December, 2021, is made by **Fair Wind Properties, LLC**, a Rhode Island limited liability company with a mailing address of 204 Poppasquash Road, Bristol, Rhode Island 02809 (the "Mortgagor") in favor of **The People's Credit Union**, a Rhode Island credit union having a place of business at 858 West Main Road, Middletown, Rhode Island 02842 (the "Mortgagee").

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

That Mortgagor hereby irrevocably grants, mortgages, transfers and assigns to the Mortgagee with MORTGAGE COVENANTS, for breach of which covenants, and any other covenants contained herein Mortgagee shall have the STATUTORY POWER OF SALE, and upon the STATUTORY CONDITION, all of its right, title and interest in and to the following tract of land and other property:

I. LAND: That certain parcel of land situated at **206 Bay View Avenue, Bristol, Rhode Island 02809**, and more particularly described in Exhibit A annexed hereto and hereby made a part hereof (the "Premises");

II. IMPROVEMENTS: All the buildings and improvements now situated upon the Premises or which may hereafter be constructed on the Premises or added thereto, together with all fixtures now or hereafter owned by Mortgagor or in which Mortgagor has an interest (but only to the extent of such interest) and placed in or upon the Premises or the buildings or improvements thereon (the "Improvements");

III. EASEMENTS, RIGHTS, AND LICENSES: Any easement, bridge, right of way, privileges, tenements, hereditaments, licenses, party wall agreements, rights, royalties, mineral, oil and gas rights, rents, issues and profits, water, water rights, water stock, and appurtenances, reversion or reversions and remainder or remainders belonging or in any way appertaining to the Premises;

IV. PERSONAL PROPERTY AND FIXTURES: All the personal property and fixtures of every kind and description now or hereafter owned by the Mortgagor or in which Mortgagor has an interest (but only to the extent of such interest) and situated or to be situated upon the Premises or in any of said buildings and improvements, together with any renewals, replacements or additions thereto or substitutions therefore, and now or hereafter located at, or used in connection with the operation of the Premises or the Improvements; and

All of which land, improvements and other property hereby granted, sold, and conveyed, or intended so to be, hereinafter generally referred to as the "Mortgaged Property", TOGETHER WITH:

(a) EQUIPMENT, ETC. All of Mortgagor's interest in and to all equipment, fixtures, inventory, goods, materials, supplies, furnishings, accounts, accounts receivables, contract rights, plans, specifications, permits, other rights, bank deposits, cash, and general intangibles whether hereafter existing for use on or in connection with Mortgaged Property;

(b) INSURANCE PREMIUMS AND PROCEEDS: All unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Mortgagor and all proceeds of the conversion, voluntary or involuntary, of the Mortgaged Property, the improvements and/or any other property or rights encumbered or conveyed hereby, or any part thereof, into cash or liquidated claims, and all proceeds (including, without limitation, insurance and condemnation proceeds), including interest thereon, paid for any damage done to the Mortgaged Property, or any part thereof, or for any portion thereof appropriated for any character of public or quasi-public use in accordance with the provisions, terms and conditions hereinafter set forth;

(c) CONDEMNATION AWARDS: All awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to eminent domain, the alteration of the grade of any street, or any other injury to or decrease in the value of the Mortgaged Property, to the extent of all amounts which may be secured by this Mortgage, at the date of receipt of any such award or payment by Mortgagee or Mortgagor, incurred by Mortgagee in connection with the collection of such award or payment, and Mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by Mortgagee to confirm such assignment to Mortgagee of any such award or payment;

(d) UTILITY DEPOSITS: All right, title and interest of the Mortgagor in and to all monetary deposits which Mortgagor has been or will be required to give to any public or private utility with respect to utility services furnished or to be furnished to the Mortgaged Property;

(e) LEASES AND RENTS: All leases, rents, contract rights, licenses, issues, benefits, and profits of the Mortgaged Property;

(f) RECORDS: All records and books of account now or hereafter maintained by Mortgagor in connection with the operation of the Mortgaged Property;

(g) NAME AND GOODWILL: The right, in event of foreclosure hereunder of the Mortgaged Property, to take and use any name by which the Mortgage Property is then known or any variation of the words thereof, and the goodwill of Mortgagor with respect thereto;

(h) COLLATERAL: All the right, title, and interest of Mortgagor in and to the Collateral, hereinafter defined; and

(i) FURTHER RIGHT, TITLE, AND INTEREST: All further estate, right, title, interest, property, claim and demand whatsoever, either in law or in equity, of Mortgagor, in or to any of the above.

TO HAVE AND TO HOLD the above granted Mortgaged Property, with the privileges and appurtenances thereof, unto Mortgagee, its successors and assigns forever, to its and their own property use. Mortgagor, for itself, its successors and assigns, covenants with Mortgagee, its successors and assigns, that Mortgagor is well seized of the Mortgaged Property 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 those listed on Exhibit B attached hereto and incorporated herein and except for the first priority mortgage granted to Lender.

Mortgagor further warrants and covenants to defend the Mortgaged Property to Mortgagee, its successors and assigns, against all claims and demands made by any other party, except those listed on said Exhibit B.

This Mortgage is granted by Mortgagor to secure the payment and performance by Mortgagor of all of its obligations under:

(a) the Promissory Note dated of even date herewith made by Mortgagor in favor of Mortgagee in the stated principal amount of up to **Seven Hundred Thirty-one Thousand Two Hundred Fifty and 00/100 Dollars ($731,250.00)**, and all modifications, renewals, extensions, and substitutions of said Note (the "Note");

(b) the Loan Agreement dated of even date herewith by and between Mortgagor and Mortgagee (the "Loan Agreement"); and

(c) all other covenants, agreements and conditions referred to or contained herein (all of the obligations in subparagraphs (a), (b), and (c) above are herein collectively called the "Obligations").

In consideration of the foregoing, and in order to more fully protect the security of this Mortgage, Mortgagor represents, warrants, covenants and agrees as follows:

1. Lawfully Seized of the Mortgage Property. Mortgagor is lawfully seized of the Mortgaged Property and has the right to encumber it with the lien created by this instrument, which lien is subject only to the Permitted Encumbrances. Mortgagor will defend the title thereto in any action affecting the rights of the Mortgagee hereunder and pay all costs of any such action (including, but not limited to, attorneys' fees), whether or not such action (i) progresses to judgment, or (ii) is brought by or against the Mortgagee.

2. Competence to Execute Loan Documents. Mortgagor has full power and authority to execute and deliver the Note, the Loan Agreement, this Mortgage, and all other mortgage instruments, security agreements, and all other agreements and documents required of Mortgagor, to Mortgagee, and to the best of Mortgagor's knowledge the execution and delivery of the same is not in violation of and will not result in default of any agreements or understandings Mortgagor may have with any person or persons.

3. Mortgage Condition. This Mortgage is given on the express condition that, if all the Obligations of Mortgagor, and any additional indebtedness secured hereby, and any extensions or renewals thereof, shall be paid and satisfied according to their tenor, and if all agreements and provisions contained in the Loan Agreements are fully kept and performed, then this Mortgage shall, upon payment or performance of the last such obligation, become null and void; otherwise to remain in full force and effect.

4. Legal Tender and Application of Payments. Mortgagor shall pay and perform the Obligations, including, but not limited to, all sums due under the Note and the Loan Agreement in lawful money of the United States at the times and in the manner set forth therein. Any payments made in accordance with the terms of this Mortgage by any person at any time liable for the payment of the whole or any part of the sums now or hereafter secured by this Mortgage or by any subsequent owner of the Mortgaged Property, or by any other person whose interest in the Mortgaged Property might be prejudiced in the event of a failure to make such payment, shall be deemed, as between Mortgagee and all persons who at any time may be liable as aforesaid or may own the Mortgaged Property, to have been made on behalf of all such persons.

5. Taxes, Assessments, and Other Charges. Mortgagor shall pay promptly, before the same shall become delinquent, all taxes, assessments, sewer rents, water rates and other charges of any kind now or hereafter levied or assessed upon the Mortgaged Property or any part thereof, or upon the Obligations, or upon the interest of Mortgagee in the Mortgaged Property, and any governmental or municipal charges and impositions for which lien rights exist; and upon request of Mortgagee, Mortgagor shall exhibit to Mortgagee receipts for the payment of all items specified in this paragraph prior to the date when the same shall become delinquent. Mortgagor will, upon Mortgagee's request, deposit monthly with the Mortgagee or its duly authorized agent an amount which will create a fund sufficient to make each and every payment of taxes in the future as the same shall become due and payable. Such deposits shall be received and held by the Mortgagee or its agent, without interest, and applied to the payment of each installment of such taxes as it becomes due and payable and Mortgagor shall furnish to the Mortgagee or its agent, promptly upon receipt, the tax bills with respect thereto. If Mortgagor shall have deposited amounts in the aggregate more than sufficient to pay such taxes, the excess shall be applied by the Mortgagee toward the deposits next required to be made hereunder or at its election shall be repaid to the

Mortgagor, without interest. All the Mortgagor's interest in such deposits is hereby assigned by Mortgagor to the Mortgagee, and the Mortgagor hereby grants the Mortgagee a security interest in such deposits, as additional security for the payment of the indebtedness secured hereby in the event that an Event of Default shall occur hereunder. Upon payment in full of all indebtedness secured hereby, any monthly deposits then held by the Mortgagee or its agent shall be repaid to Mortgagor, without interest.

6. <u>Insurance</u>. Mortgagor shall comply with all the following provisions:

(a) Mortgagor shall obtain, carry, and maintain comprehensive general liability insurance covering the Mortgaged Property in an amount of not less than $2,000,000 for bodily injury (including death) and property damage, per occurrence. Such insurance shall be with companies reasonably approved by Mortgagee. Mortgagor shall provide Mortgagee with a certificate of insurance containing a provision designating Mortgagee as mortgagee and as an additional insured party.

(b) Mortgagor shall obtain, carry, and maintain insurance policies against loss by fire, with extended coverage, and by all other casualties and risks upon the improvements on the Mortgaged Property with such company or companies as Mortgagee shall approve in an amount not less than one hundred percent (100%) of the full insurable value of the Mortgaged Property. The policy or policies of such insurance shall in case of loss be made payable to Mortgagee as collateral security, and Mortgagee's rights shall be first and superior to the rights of any junior mortgage holder; and Mortgagor hereby agrees that Mortgagee may, upon failure of Mortgagor to maintain insurance as required hereunder or to obtain new coverage as required hereunder, at its option, but without obligation so to do, effect new insurance or at Mortgagee's option, insurance in favor of Mortgagee alone, and that the premium or premiums for all such insurance shall be paid by Mortgagor promptly when due.

(c) Mortgagor shall obtain, carry, and maintain flood hazard insurance if at any time the Premises are located in any federally designated special hazard area in an amount equal to the full replacement cost or the maximum amount then available under the National Flood Insurance Program.

(d) Mortgagor shall obtain, carry, and maintain workmen's compensation insurance for all employees of Mortgagor engaged on or with respect to the Mortgaged Property.

(e) Such other insurance in such form and in such amounts as may from time to time be required by Mortgagee against other insurable hazards and casualties which at the time are commonly insured against in the case of properties of similar character and location to the Mortgaged Property.

(f) Mortgagor shall give Mortgagee and the insurance carrier immediate written notice of any loss or damage to the Mortgaged Property. Mortgagor does hereby appoint Mortgagee to be the true and lawful attorney, irrevocable, of Mortgagor, in the name and stead of Mortgagor, and Mortgagor hereby agrees that Mortgagee may (except for claims of less than $10,000.00), at Mortgagee's option, but without obligation to do so, demand, adjust, sue for, compromise and collect the proceeds of claims for losses which may occur under any such insurance, give discharging receipts for sums received in settlement of such losses, to reimburse Mortgagee therefrom for all expenses (including reasonable counsel fees) incurred in connection therewith, and apply the remainder thereof and any unearned premium of or dividend upon any canceled insurance, notwithstanding the claim of any intervening encumbrancer or lienor, at Mortgagee's election, in whole or in part, on account of the indebtedness secured by this Mortgage, whether or not then due, or to the cost of repair or restoration of the Mortgaged Property.

(g) Mortgagor agrees to furnish Mortgagee certificates of all renewals of the aforesaid insurance relating to Mortgagor or the Mortgaged Property not less than thirty (30) days prior to the expiration date of the expiring policies. All policies of insurance shall carry an endorsement unconditionally requiring at least thirty (30) days' (or such other maximum timeframe as the policy shall allow) written notice to Mortgagee from the insurer or insurers issuing the same prior to their changing, canceling or not renewing such policy, and Mortgagor hereby agrees to promptly deliver or cause the delivery of any certificate evidencing any such change or cancellation to Mortgagee. All policies of insurance required by this Mortgage shall contain clauses or endorsements to the effect that (i) no act or omission of either Mortgagor or anyone acting for Mortgagor (including, without limitation, any representations made by Mortgagor in the procurement of such insurance), which might otherwise result in a forfeiture of such insurance or any part thereof, no occupancy or use of the Mortgaged Property for purposes more hazardous than permitted by the terms of the policy, and no foreclosure or any other change in title to the Mortgaged Property or any part thereof, shall affect the validity or enforceability of such insurance insofar as Mortgagee is concerned, (ii) the insurer waives any right of set off, counterclaim, subrogation, or any deduction in respect of any liability of Mortgagor and Mortgagee, (iii) such insurance is primary and without right of contribution from any other insurance which may be available, and (iv) Mortgagee shall not be liable for any premiums thereon or subject to any assessments thereunder, and shall in all events be in amounts sufficient to avoid any coinsurance liability. Upon the occurrence of an Event of Default and within ten (10) days after written demand by the Mortgagee, Mortgagor will deposit monthly with the Mortgagee or its duly authorized agent an amount sufficient to create a fund to make each and every payment of insurance premiums as and when the same shall become due. Such deposits shall be received and held by the Mortgagee or its agent, without interest, and applied to the payment of the premium for each insurance policy required hereunder as it becomes due and payable and Mortgagor shall furnish to the Mortgagee or its agent, promptly upon receipt, the insurance bills with respect thereto. If Mortgagor shall have deposited amounts in the aggregate more than sufficient to pay premiums under all insurance policies required hereunder, the excess shall be applied by the Mortgagee toward the deposits next required to be made hereunder or at its election shall be repaid to the Mortgagor, without interest. All of Mortgagor's interest in such deposits is hereby assigned by Mortgagor to the Mortgagee, and the Mortgagor hereby grants the Mortgagee a security interest in such deposit, as additional security for the payment of the indebtedness secured hereby in the event that an Event of Default shall occur hereunder. Upon payment in full of all indebtedness secured hereby, any monthly deposits then held by the Mortgagee or its agent shall be repaid to Mortgagor, without interest.

(h) All policies of insurance required by this Mortgage shall be issued by companies licensed to do business in the state where the policy is issued and also in the State of

Rhode Island and having a rating in Best's Key Rating Guide of at least "A" and a financial size category of at least "VIII".

7. Hazardous Substances. Mortgagor shall give Mortgagee prompt written notice (a) of any threatened or actual notice of violation or similar notice from Rhode Island Department of Environmental Management or its successors or assigns, or any other municipal, state or federal governmental unit or agency related to oil, toxic waste or hazardous materials (i) on the Premises, or (ii) generated by Mortgagor, and (b) of the presence of oil or toxic waste or hazardous materials on or adjacent to the Premises upon Mortgagor becoming aware thereof; and in all cases Mortgagor shall take prompt action for the containment and, if required by the Rhode Island Department of Environmental Management, the United States Environmental Protection Agency or any other governmental agency having jurisdiction over the Mortgaged Property, removal of such oil or toxic waste or hazardous materials from the Premises and shall comply with all orders of such governmental units or agencies and all laws applicable to the Premises. Mortgagor represents and warrants to Mortgagee that Mortgagor has no knowledge or notice of any kind whatsoever of the existence or former existence of the dumping, storage, generation, or containment of any hazardous materials upon the Premises. No notice of violation or similar notice has been issued or threatened by any state or federal agency related to hazardous materials on the Premises or generated by Mortgagor. Mortgagor shall not dump, store, generate or contain any hazardous materials on or upon the Mortgaged Property or any portion thereof, or in any sewer, drain, stream, pond or lake running through, on, past or abutting the Mortgaged Property. Mortgagor has no knowledge of the existence of any underground storage tanks upon the Mortgaged Property.

8. Maintenance and Repair. Mortgagor shall take such action as may be necessary to prevent further deterioration of the Mortgaged Property, shall not commit or suffer any waste of the Mortgaged Property, and shall comply with, or cause to be complied with, all statutes, ordinances, and requirements of any federal, state, municipal, or other governmental authority relating to the Mortgaged Property. Mortgagor shall promptly repair, restore, replace, or rebuild any part of the Mortgaged Property which may be damaged or destroyed by any casualty whatsoever or which may be affected by any proceeding of the character referred to in the paragraph hereof entitled Eminent Domain. Mortgagor shall pay when due all claims for labor and materials thereof.

9. Alteration or Demolition. Mortgagor agrees that no improvements now or hereafter covered by the lien of this Mortgage shall be removed, demolished, or structurally altered, without the prior written consent of Mortgagee following submission of plans and specifications for such changes to and approval by Mortgagee, and provided that such changes do not require zoning or other approvals, and except for repair and replacement of fixtures and equipment in the ordinary course as necessary to maintain the Premises in the condition required by the Loan Documents.

10. Restrictions on Use of Property and Prohibition Against Sale. Mortgagor shall not sell, lease, encumber, suffer change in title or ownership of, or otherwise transfer, or vest title in anyone other than Mortgagor to all or any part of the Mortgaged Property while any part of the indebtedness secured hereby remains unpaid without the prior written approval of Mortgagee. Further, unless required by applicable law or unless Mortgagee has otherwise agreed in writing, Mortgagor shall not allow changes in the nature of the use for which the Premises were intended

on the date of this Mortgage, including, but not limited to, any change in any private restrictive covenant or private restrictions, if any, limiting or defining the uses which may be made of any part of the Premises.

11. Eminent Domain. In the event that the whole or any part of the Mortgaged Property shall be taken by eminent domain, or in the event of any alteration of the grade of any street or highway, or of any other injury to or decrease in value of the Mortgaged Property, or the reacquisition of the whole or any part of the Mortgaged Property pursuant to the terms of any redevelopment plan or agreement affecting the Mortgaged Property or if any agreement shall be made between Mortgagor and any entity vested with the power of eminent domain, any and all awards and payments on account thereof shall be deposited with Mortgagee. Mortgagor shall give Mortgagee immediate notice of the actual or threatened commencement of any of the foregoing proceedings and shall deliver to Mortgagee copies of all papers served in connection with any such proceedings. Mortgagee shall have the right to intervene and participate in any proceedings for and in connection with any such taking, unless such intervention shall be prohibited by the court having jurisdiction over such taking, in which event Mortgagor shall consult with Mortgagee in connection with such proceedings. Mortgagor shall not enter into any agreement with regard to the Mortgaged Property or any award or payment on account thereof unless Mortgagee shall have consented thereto in writing, such consent not to be unreasonably withheld or delayed. Mortgagor hereby appoints Mortgagee its attorney-in-fact, coupled with an interest, and authorizes, directs, and empowers such attorney, at its option, on behalf of Mortgagor, to adjust, compromise or settle the claim for any such award or payment, to collect, receive and retain the proceeds thereof, and to give proper receipts therefore, provided, however, Mortgagee shall not exercise such power unless an Event of Default has occurred or if Mortgagor is not diligently pursuing the award. Mortgagor further agrees, on request, to make, execute, and deliver to Mortgagee any and all assignments and other instruments, as Mortgagee may require, to confirm or assign all such awards and payments to Mortgagee free and clear of any and all encumbrances of any nature whatsoever.

Notwithstanding any such taking, alteration of grade, other injury to or decrease in value of the Mortgaged Property, or reacquisition of title, or agreement, Mortgagor shall make all payments required by the Note and the Loan Agreement. Any reduction in the principal sums resulting from the application by Mortgagee of such award or payment as hereinafter set forth shall be deemed to take effect only on the date of such application. The proceeds of any award or payment, after deducting the expenses of collection, including, but not limited to, the counsel fees, other costs and disbursements, incurred by Mortgagee, if not disbursed for repair and restoration as set forth above, may be applied by Mortgagee, at its sole option, toward payment of the indebtedness secured hereby whether or not same shall be then due or payable, or be paid over wholly or in part to Mortgagor for the purposes of altering or restoring any part of the Mortgaged Property which may have been damaged as a result of any such taking, alteration of grade, or other injury to the Mortgaged Property, or for any other purpose or object satisfactory to Mortgagee, but Mortgagee shall not be obligated to see to the proper application of any amount paid over to Mortgagor, nor shall the amount so paid over to Mortgagor be deemed a payment on any indebtedness secured hereby.

If prior to the receipt by Mortgagee of such award or payment, the Mortgaged Property shall have been sold on foreclosure of this Mortgage, Mortgagee shall have the right to receive said award or payment to the extent of the debt secured by this Mortgage remaining unsatisfied after such sale of the Mortgaged Property, with interest thereon at the rate set forth in the Note, 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 Mortgagee in connection with the collection of such award or payment.

12. Right to Cure. At its option, Mortgagee may pay any expense or item (including, but not limited to, taxes, rates, assessments, other charges, insurance premiums, maintenance and repair expenses, expenses incurred in protection of the lien of this Mortgage, etc.) which Mortgagor herein agrees to pay in case Mortgagor shall fail to pay the same when due, and may perform any acts or covenants which Mortgagor herein agrees and shall fail to perform, and may make any payments under or secured by any other mortgage on the Mortgaged Property, and may add the same, and the expense thereof, including, but not limited to, counsel fees and other costs, charges and disbursements incurred by Mortgagee in connection therewith, to the indebtedness secured hereby or may at its option deduct the same from any part of money thereafter advanced; and Mortgagor agrees to repay immediately on demand, the same to Mortgagee, together with interest thereon at the rate set forth in the Note, from the date on which such payment or expense is made by Mortgagee, and the same shall be a lien upon the Mortgaged Property prior to any right, title, interest, lien or claim thereto or thereon attaching or accruing subsequent to the lien of this Mortgage and shall be secured by this Mortgage.

13. Protection of Lien. Mortgagor shall pay all reasonable costs, expenses and counsel fees incurred by Mortgagee in protecting or sustaining the lien of this Mortgage, including without limitation all expenses incurred by Mortgagee in connection with containment, monitoring, prevention or clean-up of hazardous substances upon or in connection with the Mortgaged Property. Mortgagor shall indemnify and save Mortgagee harmless from all such costs and expenses, including, but not limited to, reasonable counsel fees, recording fees and costs of a title search, continuation of abstract and preparation of survey, incurred by reason of any action, suit, proceeding, hearing, motion or application before any court or administrative body in which Mortgagee may be a party by reason hereof, including, but not limited to, condemnation, bankruptcy and administrative proceedings, as well as any other proceedings wherein proof of claim is required to be filed or in which it becomes necessary, in Mortgagee's sole opinion, to defend or uphold the terms and priority of this Mortgage. All money paid or expended by Mortgagee in that regard, together with interest thereon from date of such payment at the rate set forth in the Note shall be additional indebtedness secured hereby and shall be immediately and without notice due and payable to Mortgagee by Mortgagor.

14. Indemnification. Any and all expenses incurred in connection with the closing of the Loan shall be paid by Mortgagor, including, but not limited to, the cost of title insurance premiums and charges, recording fees, survey costs, taxes, appraisal fees, and Mortgagee's attorney's fees. Mortgagor agrees to pay all such fees and indemnify and save Mortgagee harmless against the claims of any person(s) claiming any fee(s), reimbursement(s), commission(s) and/or costs arising out of the Obligations.

15. Right to Enter Premises. Mortgagee and any persons authorized by Mortgagee shall have the right to enter and inspect the Mortgaged Property at all reasonable times and upon

reasonable notice, and to cause the Mortgaged Property to be inspected by Mortgagee's agents at all reasonable times. Upon and after the occurrence of an Event of Default if not cured, Mortgagee may conduct such environmental testings of the Mortgaged Property as Mortgagee desires, including without limitation the conducting of soil borings, installation and monitoring of groundwater monitoring wells and equipment, the use of ground penetrating radar, and the conducting of tests of underground storage tanks.

16. Security Agreement. Mortgagor agrees that this Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code of the State of Rhode Island as the same may be amended from time to time (the "Uniform Commercial Code") with respect to all manner of machinery, fixtures, equipment, tools, construction materials, bricks, steel, wood, windows, window frames, glass, concrete, mortar, furnishings, furniture, carpets, appliances, cabinets, sinks, tubs, toilets, shower stalls, landscaping materials and improvements, now or at any time hereafter attached to, placed upon, or used in any way in connection with the use, enjoyment, operation, maintenance and occupancy of the Premises (all herein collectively called the "Collateral"). Mortgagor hereby grants to Mortgagee a first priority security interest in and to all of the Collateral for the purpose of securing the Obligations and all other sums and charges which may become due hereunder or thereunder. Mortgagee shall have all of the remedies of a secured party under the Uniform Commercial Code and such further remedies as may from time to time hereafter be provided by the State of Rhode Island or under the laws of the United States for a secured party with respect to the Collateral and any personal property that may hereafter be given as further security for the Obligations; provided, however, that nothing herein shall preclude Mortgagee from proceeding both as to personal property security and real estate security in accordance with Mortgagee's rights and remedies in respect of the real estate security. Mortgagor hereby authorizes Mortgagee to file financing and continuation statements with respect to the Collateral without the signature of Mortgagor whenever lawful. The parties agree that in the event Mortgagee elects to proceed with respect to the Collateral separately from the Premises, ten (10) days' notice of the sale of the Collateral shall be reasonable notice. Mortgagor shall, from time to time, on request of Mortgagee, deliver to Mortgagee an inventory of the Collateral in reasonable detail, including an itemization of all items leased to Mortgagor or subject to conditional bill of sale, security agreement or other title retention agreement.

Mortgagor hereby warrants and covenants that:

(a) the Collateral is and shall be used primarily for business purposes, and that the Collateral shall be kept on the Premises;

(b) Mortgagor is the owner of the Collateral free from any adverse lien, security interest or encumbrance; and Mortgagor shall defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein;

(c) except financing statements filed in favor of Mortgagee, no financing statement covering any Collateral or any proceeds thereof is on file in any public office and, at the request of Mortgagee, Mortgagor shall join with Mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code in form satisfactory to Mortgagee and shall pay the cost of filing the same or filing or recording this agreement in all public offices wherever filing or recording is deemed by Mortgagee to be necessary or desirable;

(d) Mortgagor shall not sell or offer to sell or otherwise transfer, or replace or remove the Collateral or any interest therein without the prior written consent of Mortgagee unless replaced immediately by unencumbered articles of personal property or fixtures, as the case may be, having equal or greater value thereto; and all such replacements, renewals and additions shall become and be immediately subject to the security interest of this Mortgage and be covered hereby;

(e) Mortgagor shall maintain insurance at all times with respect to the Collateral against risks of fire (including so-called extended coverage), theft and such other risks as Mortgagee may require, containing such terms, in such form, for such periods and written by such companies as shall be satisfactory to Mortgagee, such insurance to be payable to Mortgagee and Mortgagor as their interests may appear, all of which policies of insurance shall provide unconditionally for a minimum of thirty (30) days' prior written notice to Mortgagee before cancellation. Mortgagor shall furnish Mortgagee with certificates or other evidence satisfactory to Mortgagee of compliance with the foregoing insurance provisions, and agrees that Mortgagee may act as attorney for Mortgagor in obtaining, adjusting, settling, and canceling such insurance and endorsing any drafts;

(f) Mortgagor shall keep the Collateral free from any adverse lien, security interest or encumbrance and in good order and repair and shall not waste or destroy the Collateral or any part thereof, shall not use the Collateral in violation of any statute or ordinance, and agrees that Mortgagee may examine and inspect the Collateral at reasonable times, wherever located;

(g) Mortgagor shall pay promptly when due all taxes and assessments upon the Collateral or their use or operation; and

(h) at its option and upon 30 days' prior written notice to Mortgagor, Mortgagee may discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the Collateral, may pay for insurance on the Collateral and may pay for the maintenance and preservation of the Collateral. Mortgagor agrees to reimburse Mortgagee on demand for any payment made, or any expense incurred by Mortgagee pursuant to the foregoing authorization.

Until the occurrence of an Event of Default hereunder, Mortgagor may have possession of the Collateral and use it in any lawful manner not inconsistent with this Mortgage and not inconsistent with any policy of insurance thereon.

17. Assignment of Leases and Rents. Mortgagor does hereby transfer, assign and deliver unto Mortgagee all of the right, title and interest of Mortgagor in and to all leases (the "Assigned Leases), all lease guaranty documents (the "Lease Guaranty Documents"), and all rents (the "Rents"), whether now existing or hereafter arising, to have and to hold, together with all the rights, privileges, and appurtenances, now or hereafter in any way belonging or pertaining thereto, unto Mortgagee, its successors or assigns, forever, subject, however, to the terms and conditions hereinafter provided.

(a) Mortgagor represents, warrants and covenants as follows:

(i) Each of the Assigned Leases and Lease Guaranty Documents is a valid and binding agreement and there presently are, to the extent ascertainable by Mortgagor, no defaults on the part of any of the parties thereto and there exists no condition which with the giving of notice or the passage of time or both would constitute a default on the part of any party thereto;

(ii) Mortgagor has not sold, assigned, transferred, mortgaged, or pledged any of the Assigned Leases, Rents or Lease Guaranty Documents, or any part thereof, to any party other than Mortgagee;

(iii) No Rents, or any part thereof, becoming due subsequent to the date hereof have been collected nor has payment of any of the same been anticipated, waived, released, discounted or otherwise discharged or compromised;

(iv) Mortgagor will not assign, pledge, or otherwise encumber any of the Assigned Leases, the Rents, or any Lease Guaranty Documents without the prior written consent of Mortgagee;

(v) Mortgagor will perform and observe, or cause to be performed and observed, all of the terms, covenants, and conditions on its part to be performed and observed with respect to each of the Assigned Leases and any Lease Guaranty Documents;

(b) Upon the occurrence and during the continuance of an Event of Default beyond any applicable grace periods, Mortgagor does hereby authorize and empower Mortgagee:

(i) To collect the Rents as the same shall become due, and Mortgagor does hereby irrevocably direct each and all of the lessees, sublessees, tenants or other occupants of the Premises to pay to Mortgagee, upon demand by Mortgagee, all Rents as may now be due or payable and/or shall hereafter become due or payable. No lessee, sublessee, tenant or other occupant of the Premises or any obligor under any Lease Guaranty Documents making any payment to Mortgagee pursuant to this Mortgage shall be under any obligation to inquire into or determine the actual existence of any Event of Default claimed by Mortgagee, or to make any other inquiry, Mortgagor's rights, if any, in this regard being expressly waived hereby;

(ii) To enter and take possession of the Premises by actual physical possession without the commencement of any action or any proceedings to foreclose the Mortgage or to exercise any power of sale Mortgagee may have hereunder;

(iii) To manage and operate the Premises or any part thereof;

(iv) To lease the Premises or any part thereof for such periods of time, and upon such terms and conditions as Mortgagee may, in its sole discretion, deem proper;

(v) To enforce, cancel or modify any of the Assigned Leases and any Lease Guaranty Documents;

(vi) To demand, collect, sue for, attach, levy, recover, receive, compromise and adjust, and make, execute, and deliver receipts, releases, discharges or other instruments for all

Rents and other amounts that may then be or may thereafter become due, owing or payable with respect to the Premises or any part thereof from any present or future lessees, tenants, subtenants, or occupants thereof;

(vii) To institute, prosecute to completion, or compromise and settle, all proceedings, actions for Rent or for removing any and all lessees, tenants, subtenants or occupants of the Premises or any part thereof;

(viii) To enforce, enjoin or restrain the violation of any of the terms, provisions and conditions of any lease or leases now or hereafter affecting the Premises or any part thereof;

(ix) To make such repairs and alterations to the Premises as Mortgagee may, in its reasonable discretion, deem proper;

(x) To pay, from and out of any Rents collected in respect of the Premises or any part thereof, or from or out of any other funds, any taxes, assessments, water rates, sewer rates, or other government charges levied, assessed, or imposed against the Premises, or any portion thereof, and also any and all other charges, costs and expenses which it may be necessary or advisable for Mortgagee to pay in the management or operation of the Premises, including (without limiting the generality of any of the rights, powers, privileges and authority hereinbefore or hereinafter conferred) the costs of such repairs and alterations; commissions for renting the Premises or any portions thereof; and legal expenses incurred in enforcing claims, drafting and negotiating documents or for any other services that may be required; and

(xi) To generally do, execute, and perform any other act, deed, matter, or thing whatsoever that ought to be done, executed, and performed in and about or with respect to the Premises, as fully as Mortgagor might do.

Notwithstanding the foregoing rights and obligations contained in this Sections 17, Mortgagee hereby agrees that it shall not exercise the rights granted to it under said Section until after the occurrence of an Event of Default.

18. <u>No Waiver</u>. Any failure by Mortgagee to insist upon the strict performance by Mortgagor 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 Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor, of any and all of the terms and provisions of this Mortgage and the Obligations to be performed by Mortgagor. Neither Mortgagor 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 Mortgagee to comply with any request of Mortgagor or 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. Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, Mortgagee 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 said indebtedness and may extend the time of payment or otherwise modify the terms of the Obligations and/or this Mortgage without, as to the security or the remainder thereof, in any way impairing or affecting the lien of this Mortgage, or the priority of such lien, as security for the payment of said 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 Premises whether or not such lease be subordinate to this Mortgage; and Mortgagee may resort for the payment of the indebtedness secured hereby to any other security therefore, held by Mortgagee in such order and manner as Mortgagee elects.

19. Compliance with Laws. Mortgagor shall comply with (a) all present and future laws, regulations and other requirements of every governmental body having jurisdiction over the Mortgaged Property or the use or occupation of the improvements thereon, and (b) all terms, covenants, and conditions of all instruments of record affecting the Mortgaged Property, noncompliance with which may affect the security of this Mortgage or impose any duty or obligation upon Mortgagor or Mortgagee.

20. Foreclosure. Mortgagee may, at its option upon the occurrence and during the continuance of an Event of Default beyond any applicable grace periods, 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 paragraph contained shall impair or affect any right or remedy which Mortgagee might now or hereafter have, were it not for this paragraph, but the right given by this paragraph shall be in addition to any others which Mortgagee may have hereunder.

21. Marshaling. Except as hereinafter provided, Mortgagee shall not be compelled to release, or be prevented from foreclosing or enforcing this Mortgage upon all or any part of the Mortgaged Property, unless the entire indebtedness and all items hereby secured shall be paid in full as aforesaid; and shall not be required to accept any part or parts of the Mortgaged Property, as distinguished from the entire whole thereof, as payment of or upon the said indebtedness 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 indebtedness to or among any separate parts of the Mortgaged Property. In case of a foreclosure sale, the Mortgaged Property may be sold in one parcel and as an entirety or in such parcels, manner, or order as Mortgagee in its sole discretion may elect.

22. Rights and Remedies Cumulative. To the extent permitted by law, the rights and remedies provided for in this Mortgage, or which Mortgagee may have otherwise, at law or in equity (including, but not limited to, the right to damages by reason of the failure of Mortgagor to keep, observe and perform any of the covenants or agreements contained in this Mortgage), shall be distinct, separate and cumulative, and shall not be deemed to be inconsistent with each other, and none of them, whether or not exercised by Mortgagee, shall be deemed to be in exclusion of any other, and any two or more of all such rights and remedies may be exercised at the same time. Further, Mortgagee may resort, for the payment of the indebtedness secured hereby, to its several securities therefore in such order or manner as it may think fit.

If Mortgagor has given Mortgagee one or more mortgages other than this Mortgage with respect to the Mortgaged Property or any portion thereof, then all such mortgages, and all rights and remedies provided for in all such mortgages shall remain distinct and separate and none of them shall merge or be merged with this Mortgage or any other mortgages.

Without in any way limiting the generality of the foregoing, Mortgagee shall have the right from time to time to take action to recover any sums, whether interest, principal or any installment of either, or any other sums required to be paid under the terms of this Mortgage or the Note or the Loan Agreement, as the same become due, without regard to whether or not the principal sums secured or any other sums secured hereby shall be due, and without prejudice to the right of Mortgagee thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Mortgagor existing at the time such earlier action was commenced.

23. Expenses. If this Mortgage shall be foreclosed, there shall be included, to the extent permitted by law, in the computation of the indebtedness secured hereby, the amount of a reasonable fee for the services of the attorneys retained by Mortgagee in the foreclosure action or proceeding, as well as any and all disbursements, costs and other expenses incurred by Mortgagee in connection with such foreclosure action or proceeding.

24. Future Laws Affecting Mortgagors. In the event of the passage, after the date of this Mortgage, of any law, federal, state or local, or in the event of the rendition of a decision of any court of competent jurisdiction, imposing upon Mortgagee the taxes, charges or assessments previously paid by Mortgagor, or changing in any way the laws for the taxation of mortgages or indebtedness secured by mortgages, or imposing a tax, directly or indirectly, on this Mortgage, or the Note or the Obligations, or changing the manner of the collection of any such taxes, charges or assessments, so as to affect this Mortgage or lessen the net income on the indebtedness secured by this Mortgage, or upon the rendition of any court of competent jurisdiction of a decision that any undertaking by Mortgagor as in this paragraph or elsewhere in this Mortgage provided is legally inoperative, then Mortgagee shall have the right, at its option, to give thirty (30) days' written notice to Mortgagor requiring the payment of the indebtedness secured hereby, and such indebtedness shall become due and payable and collectible at the expiration of said thirty (30) days; provided, however, said option shall be unavailing and the Obligations and this Mortgage shall remain in effect as though said law had not been enacted or decision rendered, if under such law or decision Mortgagor lawfully may pay any such tax, charge or assessment to or for Mortgagee and does in fact pay same when payable and any and all security and collateral granted by Mortgagor to Mortgagee under this Mortgage and the Loan Agreements, as that term is defined herein, is not impaired by said law or decision.

25. Reliance on Documents. Mortgagee, in making any payment herein authorized in the place and stead of Mortgagor which (i) relates to taxes, assessments, water rates, sewer use and rentals and other governmental or municipal charges, fines, impositions or liens asserted against the Mortgaged Property, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy thereof or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (ii) relates to insurance premiums may do so according to any notice, bill, statement or estimate procured from the appropriate insurer without inquiry into the accuracy or validity thereof; or (iii) relates to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim or charge, shall be the sole judge of the legality or validity of same; or (iv) relates to the expense of repairs or replacement of any buildings'

improvements, Fixtures or any other Mortgaged Property shall be the sole judge of the state of repairs and the necessity for incurring the expense of any such repairs or replacement; or (v) otherwise relates to any other purpose not specifically enumerated in this paragraph, may do so whenever, in its judgment and discretion, such payment shall seem necessary or desirable to protect the full security intended to be created by this Mortgage, and provided further that in connection with any such payment, Mortgagee, at its option, may and is hereby authorized to obtain a continuation report of title prepared by a title insurance company, the costs and expenses of which shall be repayable by Mortgagor without demand and shall be secured hereby.

26. Event(s) of Default. The happening and continuance for the period, if any, hereinafter indicated, of any of the following events shall constitute an Event of Default hereunder (each such event is herein called an "Event of Default" and more than one such event is herein collectively called "Events of Default"):

(a) default (beyond any applicable grace period) in the payment of any installment of principal and/or interest under the Note and Obligations as the same become due; or

(b) the failure of the Mortgagor to perform, keep or observe any other obligation, term, provision, condition, covenant, warranty, or representation contained in this Mortgage; or

(c) default or the occurrence of an Event of Default under and as defined in any of the Loan Documents (which are incorporated herein by reference); or

(d) default in the payment of any tax, water, sewer or utility charges or assessment for fifteen (15) days after written notice and demand therefor; or

(e) default in keeping in force the insurance required herein; or

(f) if legal and/or equitable title to the Mortgaged Property or any part thereof shall vest in anyone other than the Mortgagor without the prior written consent of the Mortgagee or if Mortgagor is deprived of possession thereof by process or operation of law; or

(g) upon assignment by the Mortgagor of the whole or any part of the loan proceeds, or rents, income or profits arising from the Mortgaged Property, without the written consent of the Mortgagee.

27. Remedies Upon Default. Upon the occurrence and continuance beyond any applicable grace periods of any one or more of such Events of Default, (i) the Note shall, at the option of Mortgagee, become due and payable in full pursuant to the terms thereof; (ii) Mortgagee may, at its option, exercise its STATUTORY POWER OF SALE; and (iii) Mortgagee may, at its option, commence any action permitted under the laws of the State of Rhode Island or the United States of America including foreclosure of this Mortgage and/or sale of the Collateral. In the event of a sale of the Mortgaged Property or any portion thereof, Mortgagee shall receive the proceeds of such sale or sales, and from such proceeds shall retain all sums hereby secured, whether then due or to fall due thereafter, or the part thereof then remaining unpaid, and also the interest then due on the same, including, without limitation, all expenses incident to such sale or sales, for making deeds hereunder, for reasonable fees of counsel and attorneys, and, also without limitation, all

costs or expenses incurred in the exercise or defense of the rights and powers of Mortgagee hereunder and all taxes, water and sewer rates, assessments, premiums for insurance and expenses incurred in repairing or preserving the Mortgaged Property, either theretofore paid by Mortgagee or then remaining unpaid, rendering and paying the surplus of said proceeds of sale, if any there be, over and above the amounts so to be retained as aforesaid, together with a true and particular account of such sale or sales, expenses and charges to Mortgagor, which sale or sales shall forever be a perpetual bar, both in law and equity, against Mortgagor and all persons claiming or to claim the Mortgaged Property so sold by, from or under Mortgagor.

28. Miscellaneous Provisions.

(a) In the event of a foreclosure of this Mortgage, the purchaser of the Mortgaged Property, if Mortgagee so consents, shall succeed to all the rights of Mortgagor to the Mortgaged Property, including, without limitation, any right to unearned premiums, in and to all policies of insurance assigned and delivered to Mortgagee pursuant to the provisions hereof.

(b) Except as otherwise specified herein or by notice, all notices, communications and demands hereunder shall be in writing and sent by certified mail, return receipt requested, or by overnight delivery service, with all charges prepaid, to the applicable party or parties at the addresses set forth below, or by facsimile transmission (including, without limitation, computer generated facsimile), promptly confirmed in writing sent by first class mail, to the facsimile numbers and addresses set forth below:

If to Mortgagee:	The People's Credit Union 858 West Main Road Middletown, Rhode Island 02842 Attn: Cormac McCarthy, Chief Lending Officer
With a copy to:	Sayer, Regan & Thayer, LLP 130 Bellevue Avenue Newport, Rhode Island 02840 Attn: Adam H. Thayer, Esq.
If to the Mortgagor:	Fair Wind Properties, LLC 204 Poppasquash Road Bristol, Rhode Island 02809
With a copy to:	Sayer, Regan & Thayer, LLP 130 Bellevue Avenue Newport, Rhode Island 02840 Attn: Adam H. Thayer, Esq.

or, as to each party, at such other address as shall be designated by such party in a written notice to the other parties given in accordance with this Section at least ten (10) days in advance thereof. All such notices and correspondence shall be deemed given upon the earliest to occur of (i) actual receipt, (ii) if sent by certified mail, three (3) business days after being postmarked, (iii) if sent by overnight delivery service, when received or when delivery is refused, or (iv) if sent by facsimile, when receipt of such transmission is acknowledged.

(c) Mortgagor is hereby notified that Mortgagor has the right of free choice in the selection of the agent and insurer through or by which insurance required in connection with the Obligations is to be placed.

(d) Notwithstanding anything in the documents evidencing the Obligations, this Mortgage, or any other instrument to the contrary, Mortgagor shall not be required to pay interest on the indebtedness secured by this Mortgage in excess of the maximum interest permissible under applicable law. In the event the Mortgagor shall pay or be charged in an amount in excess of said maximum permitted interest, such excess amount shall be applied to reduce the principal balance of the indebtedness secured by this Mortgage and not to payment of interest.

(e) Mortgagor shall observe, perform, or comply with all obligations, conditions and covenants contained herein and in the Loan Agreements, as that term is defined herein. Any and all provisions of the Loan Agreements are hereby made a part hereof to the same extent as if fully set forth herein. The term "Loan Agreements" as used herein shall mean and refer to any and all agreements evidencing, securing or relating in any way to the past, present or future indebtedness or obligations or liabilities of every kind, nature and description of Mortgagor owing to Mortgagee, and such other agreements as are executed by Mortgagor on this date or in the future, and any modification, supplementation or amendment thereof made from time to time.

(f) The security interests, liens and other rights and interests in and relative to any of the real or personal property of Mortgagor now or hereafter granted to Mortgagee by Mortgagor by or in any instrument or agreement, including but not limited to the Loan Agreements, shall serve as security for any and all liabilities of Mortgagor to Mortgagee, and, for the repayment thereof, Mortgagee may resort to any security held by it in such order and manner as it may elect.

(g) Mortgagor shall immediately give written notice to Mortgagee of the occurrence of any of the following events:

(i) a fire or other casualty causing more than $10,000.00 worth of damage to the Mortgaged Property;

(ii) receipt of notice of eminent domain proceedings or condemnation of any part of the Mortgaged Property;

(iii) receipt of notice from any governmental authority relating to the structure, use or occupancy of or release of hazardous substances upon the Mortgaged Property or any real property adjacent to the Mortgaged Property;

(iv) commencement of any litigation materially affecting the Mortgaged Property;

(v) any contract or agreement with respect to any sale or other transfer of any part of the Mortgaged Property; and

(vi) commencement of any foreclosure proceedings, including by the giving of notice thereof, affecting the Mortgaged Property.

(h) Wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Mortgagor" shall include "any subsequent owner or owners of the Mortgaged Property or any part thereof," the word "Mortgagee" shall include "any subsequent holder or holders of this Mortgage," the term "mortgage debt," shall mean "any and all indebtedness of Mortgagor to Mortgagee as evidenced by the Note and/or secured by this Mortgage" and the word "person" shall include "an individual, corporation, partnership or unincorporated association," and plural or singular shall include each other, and pronouns in any gender shall be construed as masculine, feminine or neuter as the context requires.

(i) "Hazardous substance" as used herein shall mean "solid waste" or "hazardous waste," "hazardous material," "hazardous substance," and "oil" as defined in the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Material Transportation Act, the Federal Water Pollution Control Act and the Superfund Amendments and Reauthorization Act of 1986 and any similar or successor federal law or applicable statute and local statutes and ordinances and any rules, regulations and policies promulgated thereunder, as any of such federal, state and local statutes, ordinances and regulations may be amended from time to time.

(j) If any term or provision of this Mortgage or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Mortgage, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Mortgage shall be valid and enforceable to the fullest extent permitted by law.

(k) The captions or section headings used in this Mortgage are for convenience only and of no substance or significance, and shall not be used to interpret, modify, or affect in any way the covenants and agreements herein contained.

(l) This Mortgage shall be governed by and construed in accordance with the laws of the State of Rhode Island. All grants, covenants, agreements, and other provisions herein contained shall run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of Mortgagor and Mortgagee.

29. WAIVER OF JURY TRIAL. MORTGAGOR HEREBY WAIVES TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS MORTGAGE OR ANY INSTRUMENT OR DOCUMENT DELIVERED IN CONNECTION HEREWITH, OR THE VALIDITY, PROTECTION, INTERPRETATION, COLLECTION, OR ENFORCEMENT THEREOF.

30. Open-End Mortgage Provisions. This Mortgage permits and secures any and all current and future advances to the Mortgagor evidenced by (or pursuant to) any one or more of the following: the Note, the Loan Agreement, such other note or notes as may be signed by the Mortgagor payable to Mortgagee and such other agreements as may be entered into by Mortgagor with Mortgagee and signed by Mortgagor. The unpaid principal balance of indebtedness outstanding under this Mortgage shall at no time exceed **Seven Hundred Thirty-one Thousand Two Hundred Fifty and 00/100 Dollars ($731,250.00)**. Mortgagee will accept notices at the address and in the manner specified in Section 28 hereof.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS, WHEREOF, Mortgagor has caused this instrument to be executed as of the date set forth above.

WITNESS:

MORTGAGOR:
Fair Wind Properties, LLC

By: ______________________
Danial A. Ferreira, Member

STATE OF RHODE ISLAND

COUNTY OF NEWPORT

In Newport, in said County, on this 2nd day of December, 2021 before me personally appeared **Daniel A. Ferreira,** Duly Authorized Member of **Fair Wind Properties, LLC**, to me known and known by me or proved to me through satisfactory evidence of identification, which was a driver's license, to be the party executing the foregoing instrument on behalf of said company, and acknowledged said instrument and the execution thereof, to be his free act and deed in said capacity and the free act and deed of said company.

____
Notary Public:
My Commission Expires:

ADAM H. THAYER
NOTARY PUBLIC - RHODE ISLAND
ID #754471
MY COMMISSION EXPIRES 9/11/24

Mortgagee caused its name to be subscribed hereto by its duly authorized officer for purposes of securing the benefits and rights of a secured party under the Uniform Commercial Code.

WITNESS:

MORTGAGEE
THE PEOPLE'S CREDIT UNION

By: ______________________
Cormac McCarthy, Chief Lending Officer

STATE OF RHODE ISLAND

COUNTY OF NEWPORT

In MIDDLETOWN, in said County, on the 24th day of NOVEMBER, 2021, before me personally appeared, **Cormac McCarthy** duly authorized Chief Lending Officer of THE PEOPLE'S CREDIT UNION, to me known and known to me to be the person executing the foregoing instrument for and on behalf of THE PEOPLE'S CREDIT UNION, and he acknowledged said instrument by him executed to be his free act and deed, individually and in his capacity as aforesaid, and the free act and deed of THE PEOPLE'S CREDIT UNION, before me.

JESSICA BIXBY
Notary Public
State of Rhode Island

____
Notary Public
Commission expires: 12/14/2023

EXHIBIT A

Legal Description

That certain lot or parcel of land with all the buildings and improvements thereon situated on the southerly side of Bay View Avenue in the Town and County of Bristol, and State of Rhode Island bounded and described as follows:

Beginning at a point in the southerly line of Bay View Avenue at the northwestern corner of land now or lately of Marion S. Bettencourt, et ux, said point of beginning being the northeasterly corner of the premises herein described; thence running southerly One Hundred Ten (110) feet, bounded easterly on said Bettencourt land; thence turning an interior right angle and running westerly Five (5) feet; thence turning an exterior right angle and running southerly Forty-Four (44) feet; thence turning another exterior right angle and running easterly Seventy (70) feet more or less to land now or lately of Francis E. King, said last three courses bounding southerly, easterly and northerly on said Bettencourt land; thence turning an interior right angle and running southerly Three Hundred Forty-Eight and 27/100 (348.27) feet more or less to land now or lately of C. J. Pearson Co., bounding easterly on said King land; thence turning an interior angle of 91 degrees 54' and running westerly Two Hundred Fifty and 83/100 (250.83) feet more or less to land now or lately of John F. and Beatrice N. Cirillo, bounding on the south by said C. J. Pearson Co. land; thence turning an interior angle of 83 degrees 29' and running northerly Three Hundred Thirty-Seven and 53/100 (337.53) feet more or less to land now or lately of Cecilio Ferreira et ux, bounding westerly in part by land of said Cirillo and in part by land now or lately of Matteo P. and Rita H. Castigliago, in part by land now or lately of Adeline C. Lawrence and in part by land now or lately of Edward Sardinha, et ux; then turning an interior angle of 98 degrees 59' and running easterly Seventy-Eight (78) feet more or less bounding northerly on said Ferreira land; and thence turning an exterior angle of 96 degrees 17' 30" and running northerly one hundred sixty (160) feet to the south line of Bay View Avenue bounding westerly by said Ferreira land; thence turning an interior angle of 98 degrees 8' 30" and running easterly along the said south line of Bay View Avenue Seventy-Two and 50/100 (72.50) feet to aforesaid Bettencourt land and forming an interior angle of 83 degrees 47' at the point and place of beginning.

BE ALL SAID measurements more or less or however otherwise the same may be bounded or described.

BEING Lot 3 on Bristol Tax Assessor's Plat 47 as presently constituted, for reference purposes only.

For title see deed dated June 7, 2007, and recorded June 11, 2007, in Book 1378 at Page 247 in the Land Evidence Records of the Town of Bristol and deed recorded immediately prior hereto.

Property Address:

206 Bay View Avenue
Bristol, RI 02809 - AP 47, AL 3

EXHIBIT B

Permitted Encumbrances

1. None

Recorded Dec 03,2021 at 02:45PM
Melissa Cordeiro Town Clerk