

MORTGAGE

KNOW ALL PERSONS BY THESE PRESENTS, that **Windham Economic Development Corporation**, a Maine nonprofit corporation having a mailing address of 8 School Street, Windham, ME 04062 ("Grantor" herein), for consideration paid, the receipt and sufficiency of which is hereby acknowledged, does hereby give, grant, bargain, sell, assign and convey unto **Town of Windham**, a Maine municipality, its successors and assigns forever ("Grantee" herein), a certain lot or parcel of land together with the buildings and improvements now and hereafter thereon situated at and near 905 Roosevelt Trail and Angler's Road in the Town of Windham, County of Cumberland, and State of Maine, being more particularly described in Schedule A attached hereto and incorporated herein, together with all easements and rights appurtenant thereto.

TO HAVE AND TO HOLD the within granted and bargained premises, with all the privileges and appurtenances thereof, to Grantee, its successors and assigns, to its and their use and behoof forever; PROVIDED NEVERTHELESS, that if Grantor pays to Grantee the sum of Four Hundred Fifty Five Thousand and Five Hundred Dollars and Zero Cents (\$455,500.00), with interest thereon and other charges, if applicable, in accordance with all the terms and conditions of a certain promissory note of even date signed and given by Grantor to Grantee, and shall repay when due all other advances which shall be made by Grantee to, or for the benefit of, Grantor in accordance with other provisions hereof, as said promissory note of even date may be renewed, extended, modified and replaced from time to time, and until such payment performs all of Grantor's obligations, covenants and agreements contained herein and contained in said promissory note, then this deed, as also said certain promissory note, shall be void, otherwise shall remain in full force.

Grantor covenants and agrees with Grantee as follows:

1. Grantor is lawfully seized of an indefeasible estate in fee simple, free from all liens and encumbrances, except as may have been specifically noted herein, or in Schedule A attached hereto, and has good right and power to convey the premises to Grantee to hold as aforesaid, and the Grantor shall and will Warrant and Defend the same to Grantee forever against the claims and demands of all persons, except as aforesaid.

2. Grantor shall keep the mortgaged premises insured against loss or damage by fire, the perils against which insurance is afforded by an "Extended Coverage Endorsement" and such other risks and perils as Grantee in its discretion may require from time to time. The policy or policies shall be in such form and shall be in such amounts as Grantee may require but in no event for less than the indebtedness from time to time secured hereby, shall be issued by a company or companies approved by Grantee and shall contain the Standard Maine Mortgagee Clause with loss payable to Grantee. Any and all amounts received by Grantee under any of such policies may be applied by Grantee on the indebtedness secured hereby. Upon foreclosure of the Mortgage or other acquisition of the premises or any part thereof by Grantee, such policies shall become the

absolute property of Grantee, but receipt of any insurance proceeds by Grantee shall not constitute a waiver of any rights of Grantee, statutory or otherwise and specifically shall not constitute a waiver of the right of foreclosure by Grantee in the event of default or failure of performance of any covenant contained herein or any note secured hereby. Grantor hereby transfers, sets over and assigns to Grantee all sums or proceeds received by him under any and all said policy or policies.

3. This Mortgage is on the "Statutory Condition" set forth in title 33, section 769, of the Maine Revised Statutes, which is hereby incorporated herein by reference. The Grantee, its heirs, successors and assigns, for breach of any term, condition, covenant or agreement contained or referred to herein, shall have the right of foreclosure and any and all other rights and remedies given to a Mortgagee and Secured Party under the laws of the State of Maine, this Mortgage and Security Agreement and any instrument it secures, and including, without limitation, The Statutory Power of Sale as set forth in 33 M.R.S.A. § 501-A, in addition to all such other rights and remedies. Grantor hereby represents that the loan secured by this Mortgage is primarily and solely for business and commercial purposes, that the loan has been extended to a limited partnership, that the mortgage premises and all other collateral or security granted herein are not used for residential purposes whatsoever, and that the mortgaged premises contain no residential units or dwelling facilities.

4. Grantor shall not sell, lease, convey, assign, mortgage, contract to sell or lease or otherwise transfer or encumber the premises or any interest therein and that title to the within described mortgaged premises shall not pass from Grantor by deed, mortgage, operation of law or otherwise, or from any subsequent title holder, either voluntarily or involuntarily. This condition shall continue until all indebtedness and obligations secured hereby are satisfied; and permission given or election not to foreclose or accelerate said indebtedness by Grantee, its successors or assigns, as to any one such transfer, shall not constitute a waiver of any rights of Grantee, its successors and assigns, as to any subsequent such transfer of title as to which this condition shall remain in full force and effect. The term title as used herein shall mean the estate of the Grantor subject to the lien of this mortgage.

The covenants and agreements herein contained shall bind, and the benefits and advantages hereof shall inure to, the respective heirs, personal representatives, executors, administrators, successors and assigns of the Grantor and Grantee. The Grantee, its successors and assigns, for breach of any term, condition, covenant or agreement contained or referred to herein, shall have the right of foreclosure, the right to declare due and payable all indebtedness secured hereby and any and all other rights and remedies given to a Mortgagee under the laws of Maine, this Mortgage and instrument it secures.

IN WITNESS WHEREOF, Windham Economic Development Corporation has caused this Mortgage to be duly executed and delivered on December 30, 2009

WITNESS:

Windham Economic Development Corporation

By: Tom H. Bartell  
Its Economic Development Director  
Printed Name Tom Bartell

STATE OF MAINE  
CUMBERLAND, ss.

December 30, 2009

Personally appeared the above-named Tom Bartell, Economic Development Director, of Windham Economic Development Corporation, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said Windham Economic Development Corporation.

Before me,

Kenneth M. Colley  
Notary Public/Attorney-at-Law  
Print name: KENNETH M. COLLEY

**SCHEDULE A TO MORTGAGE AND SECURITY AGREEMENT**

The real estate in the Town of Windham, County of Cumberland and State of Maine, bounded and described, viz:

**Parcel A – 905 Roosevelt Trail – identified on tax records as Map 80, Lot 66:**

A certain lot or parcel of land situated on the easterly side of U. S. Route #302 and the southerly side of Anglers Road in the Town of Windham, in the County of Cumberland and State of Maine, bounded and described as follows:

Beginning at the intersection of the southerly sideline of said Anglers Road with the easterly sideline of said U. S. Route #302; thence southerly along the easterly sideline of said U. S. Route #302 one hundred twenty-six (126) feet, more or less, to a point; thence easterly one hundred sixty-eight (168) feet to a point; thence northerly one hundred fifty-nine (159) feet to a point on the southerly sideline of said Anglers Road; thence westerly along the southerly sideline of said Anglers Road one hundred sixty-eight (168) feet to the point of beginning.

The above-described premises are conveyed subject however to, and exception is hereby made to the incorporated statutory covenant of "free of all encumbrances" for, rights and easements conveyed by Hazel G. Kilgore and Arthur W. Kilgore to Portland Water District by deed dated June 11, 1963 and recorded in Cumberland County Registry of Deeds in Book 2759, Page 362, and rights and easements conveyed by Robert J. Donnelly, Sr. and Edith I. Donnelly to Robert J. Donnelly, Jr. by deed dated June 2, 2003 and recorded in said Registry of Deeds in Book 19579, Page 107.

Being the same premises conveyed to R & T Enterprise, LLC by Warranty Deed from Edith I. Donnelly also known as Edith S. Donnelly, and Robert J. Donnelly, Sr., dated January 3, 2005 and recorded in Cumberland County Registry of Deeds in Book 22193, Page 338.

**Parcel B – Anglers Road – identified on tax records as Map 80, Lot 15-1:**

A certain lot or parcel of real property situated on the Southerly side of Anglers Road in the Town of Windham, County of Cumberland and State of Maine, bounded and described as follows:

Lot Number One (1) as shown on Plan entitled "Plan of Calder Property Anglers Road" in North Windham by C. R. Storer, Inc. dated May 19, 1975 and recorded in the Cumberland County Registry of Deeds in Plan Book 108, Page 17, to which Plan reference is hereby made for a more particular description of the premises.

Also hereby conveying a right-of-way and easement for ingress and egress, by foot or by vehicle, over the presently existing right-of-way to Anglers Road, as shown on said Plan referred to above.

Subject to septic easement granted to Amy Peterson as set forth in an instrument recorded in the Cumberland County Registry of deeds in Book 4281, Page 95, which applies to only a portion of Lot 1 as shown on said Plan.

Subject to any notes, conditions, reservations, restrictions, easements and exceptions as shown on the above-referenced Plan.

Subject to any easements and rights-of-way of record.

Being the same premises conveyed to R & T Enterprise, LLC by Warranty Deed from KTO Builders, Inc., dated January 3, 2005 and recorded in Cumberland County Registry of Deeds in Book 22194, Page 12.

**Parcel C – Anglers Road – identified on tax records as Map 80, Lot 15-2:**

A certain lot or parcel of real property situated on the Southerly side of Anglers Road in the Town of Windham, County of Cumberland and State of Maine, bounded and described as follows:

Lot Number Two (2) as shown on a Plan entitled “Plan of Calder Property Anglers Road” in North Windham by C. R. Storer, Inc. dated May 19, 1975 and recorded in the Cumberland County Registry of Deeds in Plan Book 108, Page 17, to which Plan reference is hereby made for a more particular description of the premises.

Also hereby conveying a right-of-way and easement for ingress and egress, by foot or by vehicle, over the presently existing right-of-way to Anglers Road, as shown on said Plan referred to above.

Subject to a septic easement granted to Amy Peterson as set forth in an instrument recorded in the Cumberland County Registry of Deeds in Book 4281, page 95, which applies only to a portion of Lot 1 as shown on said Plan.

Subject to any notes, conditions, reservations, restrictions, easements and exceptions as shown on the above-referenced Plan.

Subject to any easements and rights-of-way of record.

Being the same premises conveyed to R & T Enterprise, LLC by Warranty Deed from KTO Builders, Inc., dated January 3, 2005 and recorded in Cumberland County Registry of Deeds in Book 22194, Page 14.

**Parcel D – Anglers Road - identified on tax records as Map 80, Lot 15-3:**

A certain lot or parcel of real property situated on the Southerly side of Anglers Road in the Town of Windham, County of Cumberland and State of Maine, bounded and described as follows:

Lot Number Three (3) as shown on a Plan entitled “Plan of Calder Property Anglers Road” in North Windham by C. R. Storer, Inc. dated May 19, 1975 and recorded in the Cumberland County Registry of Deeds in Plan Book 108, Page 17, to which Plan reference is hereby made for a more particular description of the premises.

Also hereby conveying a right-of-way and easement for ingress and egress, by foot or by vehicle, over the presently existing right-of-way to Anglers Road, as shown on said Plan referred to above.

Subject to a septic easement granted to Amy Peterson as set forth in an instrument recorded in the Cumberland County Registry of Deeds in Book 4281, page 95, which applies only to a portion of Lot 1 as shown on said Plan.

Subject to any notes, conditions, reservations, restrictions, easements and exceptions as shown on the above-referenced Plan.

Subject to any easements and rights-of-way of record.

Being the same premises conveyed to R & T Enterprise, LLC by Warranty Deed from KTO Builders, Inc., dated January 3, 2005 and recorded in Cumberland County Registry of Deeds in Book 22194, Page 16.

**Parcel E – Anglers Road - identified on tax records as Map 80, Lot 15-4:**

A certain lot or parcel of real property situated on the Southerly side of Anglers Road in the Town of Windham, County of Cumberland and State of Maine, bounded and described as follows:

Lot Number Four (4) as shown on a Plan entitled “Plan of Calder Property Anglers Road” in North Windham by C. R. Storer, Inc. dated May 19, 1975 and recorded in the Cumberland County Registry of Deeds in Plan Book 108, Page 17, to which Plan reference is hereby made for a more particular description of the premises.

Also hereby conveying a right-of-way and easement for ingress and egress, by foot or by vehicle, over the presently existing right-of-way to Anglers Road, as shown on said Plan referred to above.

Subject to a septic easement granted to Amy Peterson as set forth in an instrument recorded in the Cumberland County Registry of Deeds in Book 4281, page 95, which applies only to a portion of Lot 1 as shown on said Plan.

Subject to any notes, conditions, reservations, restrictions, easements and exceptions as shown on the above-referenced Plan.

Subject to any easements and rights-of-way of record.

Being the same premises conveyed to R & T Enterprise, LLC by Warranty Deed from KTO Builders, Inc., dated January 3, 2005 and recorded in Cumberland County Registry of Deeds in Book 22194, Page 18.

**Parcel F – Anglers Road -- identified on tax records as part of Map 80, Lots 15-1, 15-2, 15-3 and 15-4:**

A certain lot or parcel of real property situated on the Southerly side of Anglers Road in the Town of Windham, County of Cumberland and State of Maine, bounded and described as follows:

Being that parcel reserved for conveyance to the Town of Windham for road and utility purposes as shown on a Plan entitled "Plan of Calder Property Anglers Road" in North Windham by C. R. Storer, Inc. dated May 19, 1975 and recorded in the Cumberland County Registry of Deeds in Plan Book 108, Page 17, to which Plan reference is hereby made for a more particular description of the premises.

Also hereby conveying a right-of-way and easement for ingress and egress, by foot or by vehicle, over the presently existing right-of-way to Anglers Road, as shown on said Plan referred to above.

Subject to a septic easement granted to Amy Peterson as set forth in an instrument recorded in the Cumberland County Registry of Deeds in Book 4281, page 95, which applies only to a portion of Lot 1 as shown on said Plan.

Subject to any notes, conditions, reservations, restrictions, easements and exceptions as shown on the above-referenced Plan.

Subject to any easements and rights-of-way of record.

Being the same premises conveyed to R & T Enterprise, LLC by Warranty Deed from KTO Builders, Inc., dated January 3, 2005 and recorded in Cumberland County Registry of Deeds in Book 22194, Page 20.

**Parcel G – Anglers Road – identified on tax records as Map 18, Lot 18:**

A certain lot or parcel of land situated in the Town of Windham, Cumberland County, State of Maine, off the easterly side of Roosevelt Trail, so-called (aka Route 302), consisting of six and three-tenths acres, more or less, bounded and described as follows:

Said parcel of land being bounded on the north and west by land now or formerly of Charles M. Phinney; Bounded on the east and south by land now or formerly of the Portland Water District and recorded in the Cumberland County Registry of Deeds in Book 1350, Page 306.

This is a portion of the same parcel of land as described in the second paragraph of a Warranty Deed of Elbridge Johnson to Lula Gerry and Mrs. Ella Gerry, dated November 5, 1923, and recorded in Cumberland County Registry of Deeds in Book 1153, Page 227, as follows: A piece or parcel of land situated in said Windham, bounded and described as follows, to wit: Commencing at a pine tree at the north west corner of the Edwin Strout land; thence northwesterly to the line of the Somes lot to a stone; thence southeasterly on the line of the Bracket lot to a pine tree; thence westerly on the line of the Edwin Strout land to the first mentioned bounds, containing seven acres, more or less. Being the same land purchased by Elbridge Johnson from Odell F. Fellows, with the said deed being recorded at the referenced Registry in Book 1002, Page 347. Excepting from the foregoing seven acre parcel, that portion conveyed by Lula Gerry to Murray E. Edes, dated April 8, 1946 and recorded in said Registry in Book 1815, Page 101.

This conveyance is made together with an easement for ingress and egress as granted in Easement Deed from Remarkable Homes, Inc. to Sidney N. Page, dated May 8, 2002 and recorded in Cumberland County Registry of Deeds in Book 17660, Page 205.

Parcel G is conveyed subject to the apparent encroachment of buildings into the north-northeasterly boundary from land now or formerly of Saucier.

Being the same premises conveyed to R & T Enterprise, LLC by Warranty Deed from Sidney N. Page and Sally J. Page, dated September 26, 2005 and recorded in Cumberland County Registry of Deeds in Book 23200, Page 134.

References in this document to town tax map and lot numbers are provided for convenience and reference purposes only.

Parcels A through G being all of the same premises as conveyed to Windham Economic Development Corporation by virtue of a Warranty Deed of R & T Enterprises dated December 30, 2009 and duly recorded herewith.

Received  
Recorded Register of Deeds  
Dec 31, 2009 11:32:08A  
Cumberland County  
Pamela E. Lovley