

MORTGAGE DEED

This Mortgage ("**Mortgage**") is made this ____ day of _____, 20____
between _____, of _____ and
_____, of _____ (**the "Grantee"**)

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

THE MORTGAGED PROPERTY

The real property located in _____, County of _____ and State of Connecticut, more particularly described on Schedule A attached hereto and made a part hereof (**the "Property"**).

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

TO SECURE TO Grantee the following: (a) the repayment of the indebtedness evidenced by a certain Mortgage Note made by Grantor dated December ____, 20__ (the "**Note**"), in the sum of _____ **AND 00/100 (\$_____.00) DOLLARS**, with principal and interest payable as provided in said note and with the balance of the indebtedness, if not sooner paid, due and payable on or before _____, 20__; (b) the payment of all other sums advanced in accordance herewith to protect the security of this Mortgage together with interest and charges thereon; (c) the performance of the covenants and agreements herein contained; (d) the payment of any and all other indebtedness, whether direct or indirect, now or hereafter owing to Grantee by Grantor, or by any individual or entity included in the term Grantor, regardless of the type, class, or purpose of any such other indebtedness, and however such indebtedness is evidenced.

To have and to hold the Property, with the appurtenances hereof unto Grantee, his heirs, successors and assigns forever, to him and their own proper use and behoof.
Grantor and Grantee covenant, mortgage, warrant and agree as follows:

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

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

3. INSURANCE. The Grantor shall keep all buildings erected on or to be erected on said premises insured against loss by fire and such other hazards as the Grantee may require, shall purchase liability insurance providing coverage of not less than \$_____.00 per occurrence and not less than \$_____.00 total liability coverage and such other insurance as Grantee shall require in companies approved by the said Grantee in such sums as the Grantee reasonably may require, with Grantee named as Mortgagee and the loss payee on the policy with a standard Mortgagee clause and with loss by terms of policies made payable to the Grantee as his interest may appear, the Grantee to have the custody of all such policies and all other policies which may be procured insuring said premises, the same to be delivered, premiums paid, to the Grantee at his office and all renewal policies to be delivered, premiums paid at least _____ days before the expiration of the old policies; and the Grantor agrees that upon failure to maintain the insurance as above stipulated, or to deliver said renewal policies as aforesaid, or to pay the premiums therefore, then Grantee may procure such insurance and pay the premiums therefore and all sums so expended shall immediately be paid by the Grantor and unless so paid, shall be deemed part of the debt secured hereby, and thereupon the entire principal sum unpaid, including such sums as may have been paid for premiums of insurance as aforesaid, and any and all other sums which shall be payable hereunder shall become due and payable forthwith at the option of the Grantee, anything herein contained to the contrary notwithstanding. In case the Grantee elects under this article to advance insurance premiums, the receipt of the insurance company in which such insurance is placed shall be, with respect to any such insurance premiums, conclusive evidence of the amount and fact of payment thereof.

In case of loss and payment by any insurance company, the amount of insurance Money received shall be applied either on the indebtedness secured hereby, or in rebuilding and restoring the damaged property as the Grantee may elect; provided, however, that if Grantee elects not to apply the insurance proceeds to the restoration, rebuilding or repair of the damages property, Grantor shall not be required to restore, replace, rebuild or repair the portion of the Property damaged or destroyed, and the failure to do so shall not constitute an Event of Default under this Mortgage. The Grantor

shall claim no cancellation or return any policy or premium except from and after the redemption of this Mortgage by the Grantor.

If the premises is located in an area designated by the Federal Emergency Management Agency or the Flood Disaster Protection Act of 1973 (P.L. 93-234) as being in a "special flood hazard area" or as having specific flood hazards, whether now or at any time hereafter, Mortgagor shall also furnish Mortgagee with flood insurance policies which conform to the requirements of said Flood Disaster Protection Act of 1973 and the National Flood Insurance Act of 1968, as either may be amended from time to time. The amounts of any such insurance coverage shall be in an amount equal to the full insurable value and shall be maintained thereafter at all times in an amount such that Mortgagor will not be deemed a coinsurer under applicable insurance laws, regulations, policies or practices. Renewals of such policies shall be so delivered at least ten (10) days before any such insurance shall expire. If Mortgagor shall fail to provide any such insurance, or shall fail to replace any of the same within ____ (____) days after being notified that the insuring company is no longer approved by Mortgagee, or if any such insurance is cancelled or lapses without replacement, Mortgagee may, at his option, procure the same in such amount as Mortgagee may reasonably determine and the cost thereof together with interest thereon at the highest rate provided for in the Note per annum from the date of expenditure by Mortgagee to the date of repayments by Mortgagor to Mortgagee shall be repaid by Mortgagor to Mortgagee on demand and shall be part of the indebtedness secured hereby.

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

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

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

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

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

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

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

11. RECEIVER. The Grantee in any action to foreclose this Mortgage, or upon the actual or threatened waste to any part of the Property, or upon default in the observance or performance of any covenant or agreement of the Grantor hereunder, shall be at liberty to apply for the appointment of a receiver as a matter of right, without

consideration of the value of the Property as security for the amounts due the Grantee, or the solvency of any person or corporation liable for the payment of such amounts.

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

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

extended or modified, over any subordinate lien; and the holder of any subordinate lien shall have no right to terminate any lease affecting the Property whether or not such lease is subordinate to this Mortgage.

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

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

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

(a) after default in the payment of any installment of principal and/or interest after such payment is due under the Note; or

(b) after default in the payment of any tax, water rate or assessment within thirty (30) days after notice from Grantee; or

- (c) upon default in keeping in force the insurance required herein; or
- (d) after default either in delivering the policies of insurance herein described or referred to or in reimbursing the Grantee for premiums paid on such insurance, as herein provided within thirty (30) days after notice from Grantee; or
- (e) after default in the payment of any installment of any assessment for improvements within _____ (____) days after notice from Grantee; or
- (f) upon the actual or threatened waste, removal or demolition of, or material alteration to, any part of the Property, except as permitted herein within _____ (____) days after notice from Grantee; or
- (g) upon assignment by the Grantor of the whole or any part of the rents, income or profits arising from the Property without the written consent of the Grantee; or
- (h) upon default in the observance or performance of any covenant or agreements of the Grantor under the Note (other than a default in payment of any interest or principal) within _____ (____) days after notice from Grantee; or
- (i) upon default in the observance or performance of any other covenants or agreements of the Grantor hereunder, or in any security agreement, collateral assignment of leases and rentals, guaranty or any other instrument securing the debt or any portion thereof, and the failure to cure (if curable) any such breach or failure within any applicable grace period ; or
- (j) upon the breach of any warranty or the untruth of any material representations of the Grantor under any instrument securing or relating to the debt evidenced by the Note; or
- (k) upon the placing on the premises by Grantor of any subsequent Mortgage, lien or encumbrance without the prior written consent of Grantee, which consent shall not be unreasonably withheld; or
- (l) upon default by Grantor (or existence of a state of facts or circumstances under which the holder thereof would have the right to declare a default, in his discretion) in any of the terms and conditions of any prior mortgage on the Property or any promissory note or indebtedness for money borrowed which is an obligation of the Grantor or agreements related to said note or indebtedness within _____ (____) days after notice from Grantee; or
- (m) the filing by or against the Grantor of any petition, arrangement, reorganization, or the like under any insolvency or bankruptcy law and the continuation of such proceeding unstayed, undismissed and unbonded for more than _____ (____) days, or the adjudication of the Grantor as a bankrupt, or the making of any assignment for the benefit of creditors, or the appointment of a receiver for any part of the Grantor's

properties or the admission in writing by the Grantor of the inability to pay debts as they become due; or

(n) the Grantor's failure to remove any non-voluntary lien, attachment, or encumbrance within _____ (____) days after notice from Grantee; or

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

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

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

(r) upon vesting of legal or beneficial title in the Property in other than the named Grantor either by voluntary action or by operation of law (other than by death), however accomplished, or by a long-term lease or a contract to sell, or any other device used to accomplish the same result (transfer of legal or beneficial title), whether recorded or unrecorded including but not limited to: (i) any act by which the economic benefit, entrepreneurial risk or management responsibility with respect to the Property is shifted to someone other than the Grantor or any guarantor; or

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

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

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

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

19. NOTE. A copy of the Note secured by this Mortgage is attached hereto as Schedule

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

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

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

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

24. ENVIRONMENTAL INDEMNITY.

(a) Grantor shall indemnify, defend and hold harmless the Grantee, HIS employees, agents, and representatives from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, including reasonable attorney's fees, reasonable fees of environmental consultants and laboratory fees, known or unknown, contingent or otherwise arising out of or in any way

related to (i) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under from or affecting the Property or the soil, water, vegetation, buildings, personal property, persons or animals thereon; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; (iii) any lawsuit brought or threatened, settlement reached or governmental order relating to such Hazardous Materials with respect to the Property; and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities or any policies or requirements of the Grantee made known to Grantor, which are based upon or in any way related to such Hazardous Materials.

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

(c) For purposes of this article, "Hazardous Materials" include, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response Compensation and Liability Act, of 1980, as amended (42U.S.C. Section 9601, *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, *et seq.*), the Resource Conservation and Recovery Act, as amended ("RCRA") (42 U.S.C. Section 6901, *et seq.*), the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601, *et seq.*), and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local governmental law, ordinance, rule or regulation. The provisions of this Article 26 shall be in addition to any and all other obligations and liabilities Grantor may have to the Grantee in common law and shall survive the repayment of all sums due under the Note or this Mortgage, and the satisfaction of all of the other obligations of Grantor hereunder, and under the Note and this Mortgage.

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

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal this
day of _____ 20____.

Signed, sealed and delivered
In the presence of _____

_____ By _____

