

EXHIBIT B

Return To: Farm Credit East, ACA
52 Farm Vu Drive
White River Jct., VT 05001

Prepared By:
Hughes Atwood & Mullaly PLLC
30 Bank Street, Lebanon, NH

Randolph, VT Town Clerks Office
Received for record
February 26 A.D. 2024
at 9 o'clock 00 minutes AM
and Recorded in Book 226 Page 600-614
of the Randolph Land Records Asst.
Attest: [Signature] Town Clerk

Line of Credit Mortgage

THIS MORTGAGE, is made on this 22nd day of February 2024 by and between Jeffrey M. Brassard (a/k/a Jeffrey Brassard) of 2305 VT Route 14 North, East Randolph, VT 05041 and Trini L. Brassard (a/k/a Trini Brassard) of 2305 VT Route 14 North, East Randolph, VT 05041 ("**Borrower**") and **Farm Credit East, ACA**, an agricultural credit association organized and existing under the laws of the United States under the Farm Credit Act of 1971, as amended, having its principal office and place of business at 52 Farm Vu Drive, White River Jct., VT 05001 ("**Lender**").

- 1. **MAXIMUM AMOUNT SECURED.** It is understood and agreed that the maximum amount to be secured at any one time outstanding by this Mortgage is the principal sum of \$650,000.00 plus all interest, and plus all: taxes, insurance premiums, costs of collection (including reasonable attorneys fees), liability for environmental non-compliance and other amounts paid pursuant to the terms of this Mortgage, or of any Note, Loan Document or other obligation secured hereby, or amounts otherwise paid or incurred by Lender to preserve the mortgage lien.
- 2. **PAYMENT OF INDEBTEDNESS.** Borrower hereby agrees and binds himself jointly and severally to pay Lender, its successors or assigns, or the Holder of this Mortgage, all of the Indebtedness secured hereby, without any deduction or credit, together with interest thereon, and default interest on all amounts not paid when due, according to a certain Note(s) of even date herewith and according to a certain Loan Agreement (and all amendments and renewals thereof), or according to certain other Note(s), Agreements or other obligations which may be given from time to time by Borrower to Lender and secured hereby, the terms of which are incorporated by reference and made a part hereof.
- 3. **OBLIGATIONS SECURED.** This Mortgage is given as continuing security for the payment of the aforesaid Note(s) and other obligations; and also as continuing additional security for the performance of all other covenants and agreements between Borrower and Lender and Borrower and any of Lender's wholly owned subsidiaries; and for the payment and performance of all other claims, charges, debts, agreements, liabilities, obligations and indebtedness of Borrower to Lender and to any of Lender's wholly owned subsidiaries (all collectively referred to as "**Indebtedness**"), whether now existing or arising hereafter, and whether arising out of this present financial transaction or transactions separate and unrelated hereto, and whether such Indebtedness is

SCHEDULE A

Being a parcel of land said to contain 63.80 acres, to be the same, more or less, together with the dwelling house and other improvements thereon standing, identified by Randolph Parcel ID No. 115022.000 and Vermont SPAN No. 507-159-12802 and known as 2305 VT Route 14 North, (East) Randolph, Vermont and being the same land and premises, together with all improvements, as conveyed to Jeffrey Brassard and Trini Brassard by warranty deed of Kenneth H. Blaisdell and Patsy J. Blaisdell, dated August 2, 2004, and recorded at Book 152, Page 121 of the Randolph Land Records.

JB
Initial

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Initial

absolute, contingent, direct or indirect, and whether made as maker, endorser, guarantor or otherwise; and whether incurred by future advances (both obligatory and non-obligatory) or otherwise. Reference to this Mortgage as security for any Indebtedness shall not be required to be stated on the face of any document representing such Indebtedness or elsewhere. If such Indebtedness shall remain or become that of less than all of the Borrowers, any Borrower not liable therefor hereby expressly hypothecates his/her/their ownership in the Mortgaged Premises to the extent required to satisfy the Indebtedness without restriction or limitation unless such Borrower has been discharged in writing by Lender.

4. **DESCRIPTION OF MORTGAGED PREMISES.** To secure the payment of said Indebtedness, and in consideration therefor, Borrower hereby gives, grants, sells, conveys and confirms unto the said Lender forever the following described real estate located in the Town of Randolph, County of Orange and State of Vermont, being all and the same premises as described in Exhibit "A", attached hereto and made a part hereof, which, together with the rights described in the following paragraphs, shall collectively be referred to herein as the "**Mortgaged Premises**", commonly known as 2305 VT Route 14N, Randolph, Vermont.

TO HAVE AND TO HOLD said granted Mortgaged Premises with all the privileges and appurtenances thereof and thereto belonging, to Lender to its own use and behoof forever, and Borrower covenants with Lender, that until the ensealing of these presents Borrower is sole owner of the granted Mortgaged Premises and has good right and title to convey the same in the manner aforesaid; that they are free from every encumbrance except as aforesaid, and that Borrower shall warrant and defend the same, except as aforesaid, against all lawful claims whatever.

THE CONDITION OF THIS DEED IS SUCH that if Borrower shall pay or cause to be paid to Lender the Indebtedness hereunder, despite any interim period during which no Indebtedness is outstanding; and if Borrower shall comply with all of the covenants hereunder; and if all Notes or other evidence of the Indebtedness are terminated and this Mortgage is discharged; then this deed shall be void. Otherwise this deed shall remain in full force and effect.

5. **LIEN INCLUDES ALL RIGHTS IN THE PROPERTY.** The lien granted by this Mortgage shall include all right, title and interest of Borrower in and to the Mortgaged Premises, including without limitation: (a) all buildings, structures, improvements and fixtures, now existing or after acquired; (b) all easements and rights-of-way; (c) all riparian, air and other rights running with the land; (d) all sewers and utilities; (e) vault spaces and the beds of all streets and roads in front of and adjoining said real estate to the center line thereof; (f) all oil, gas, mineral, timber, sand, gravel, water, natural resources and other such rights; (g) all awards for taking by condemnation or eminent domain of all or any portion of the Mortgaged Premises or any easement thereon, including awards for change of grade of streets; (h) all insurance proceeds and unclaimed premiums payable under policies covering the Mortgaged Premises; (i) all rebates, refunds or credits of real estate taxes and assessments; (j) contracts relating to the ownership, design, construction, equipping, maintenance, operation, occupancy, sale, purchase, or financing of the Mortgaged Premises together with the right to exercise any options related thereto, (k) all consents, licenses, permits, certificates of occupancy and other governmental approvals related to the Mortgaged Premises, (l) all leases affecting the Mortgaged Premises, which leases and all

rents, royalties, income and other payments and rights thereunder are hereby assigned to Lender during the term hereof, and the possession of such leases and proceeds therefrom shall be delivered to Lender upon its demand, (m) all extensions, additions, improvements, betterments, renewals, substitutions and replacements of any of the foregoing, and (n) all proceeds (whether cash or noncash, moveable or immoveable, tangible or intangible) from the sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing and all products thereof.

It is agreed that this Mortgage shall be considered a security agreement and financing statement pursuant to the Uniform Commercial Code covering all the Borrowers' personal property described herein. This Mortgage constitutes a financing statement filed as a fixture filing under Section 9-502(c) of the Uniform Commercial Code covering any Property which now is or later may become a fixture.

BORROWER'S COVENANTS

Borrower covenants with Lender as follows:

6. **DEFAULT.** If one or more of the following "**Events of Default**" should occur, Lender shall have all such rights and remedies available at law or equity, as well as such rights as are provided in this Mortgage, the Note(s) and the other Loan Documents, including without limitation and at Lender's sole option, the right to make demand or to accelerate the whole Indebtedness secured hereby and the right to collect all rents and profits from the Mortgaged Premises. No advance needs to be made or completed if one or more of the following Events of Default should occur:
- (A) A default for more than 30 days in the payment of:
 - (1) amounts demanded, or any installment of principal or of interest due, or any accelerated amount due under the Note(s) or other evidence of the Indebtedness, or under any obligation secured hereby, or under the terms of this Mortgage or any other instrument securing the Indebtedness; or
 - (2) any tax, water rate or assessment; or
 - (3) any amount not paid when due under this Mortgage or any Loan Document; or
 - (B) The failure of Borrower or any other party or guarantor to observe, perform timely or comply with any provisions contained in the Note(s) or other evidence of the Indebtedness, in this Mortgage or any other instrument securing the Indebtedness, or in any Loan Agreement, Security Agreement, Guaranty or in any other legal document of any kind related to or subject hereto, or in any other obligations secured hereby (collectively called: "**Loan Documents**"), or in any other obligations of Borrower or any guarantor to Lender or in which Lender has an interest, or any declared default under any of them; or
 - (C) A breach of any warranty, representation, covenant or agreement contained herein or in the Loan Documents, or in any other obligations of Borrower or any guarantor to Lender or in which Lender has an interest; or any material misrepresentation relating thereto or contained therein or in any loan application or financial statement submitted to Lender; or

- (D) Failure to pay within 30 days of demand, or a declared default existing for more than 30 days, on any other note(s), mortgages or other obligations of Borrower or any guarantor to Lender or in which Lender has an interest; or
- (E) Declared default existing for more than 30 days on a mortgage or security agreement to any third party covering the Mortgaged Premises or personal property collateral; or
- (F) Failure to discharge within 30 days any lis pendens, notice of pendency or mechanics or materialman's lien affecting the Mortgaged Premises, or failure to discharge within 60 days of entry, or of affirmation on appeal, any final judgement for the payment of money against Borrower or any guarantor; or
- (G) Borrower or guarantor becomes insolvent or dissolves (if a legal entity); Borrower or any guarantor files or has filed against such Borrower or guarantor any petition in Bankruptcy, or any equivalent action for relief in Bankruptcy Court, or enters into an assignment for the benefit of creditors or similar arrangement; or Borrower or any guarantor is subject to a court order appointing a receiver or trustee on his behalf.

7. USE OF LOAN PROCEEDS AND COLLATERAL. Borrower covenants and agrees that the proceeds of loans secured hereby shall be used only for the purposes set forth in the application therefor or specified by Lender; that the Mortgaged Premises herein described shall be maintained in a good and husbandlike manner, including the use of prudent and appropriate agricultural and silvacultural practices and soil conservation techniques; that the buildings, improvements and fixtures on Mortgaged Premises shall be kept in good repair; that any natural resources, including timber, topsoil, oil, gas, or water shall not be sold, leased or otherwise exploited without the prior written consent of Lender; that landfill operations, the spreading of sludge, sludge-derived products or other waste, or the deposit of hazardous or toxic substances, materials or waste, other than materials ordinarily used for agricultural purposes and used in accord with applicable laws, shall not be permitted without the prior written consent of Lender. In addition, Borrower shall not commit nor suffer the commission of waste of Mortgaged Premises. Borrower hereby grants to Lender, for as long as this Mortgage remains in effect, the irrevocable right to enter the Mortgaged Premises at reasonable times to conduct inspections, environmental audits or take such other actions as Lender, in its sole discretion and without obligation to do so, may reasonably require to ascertain, to verify or to monitor the Mortgaged Premises' condition and Borrower's compliance with all applicable laws, rules and regulations and with the Covenants of this Mortgage. Unless otherwise agreed in writing, all costs of any environmental audits and inspections shall be borne by Borrower.

8. TITLE WARRANTY. Borrower warrants that Borrower has good and marketable title in fee simple to the Mortgaged Premises described herein; and that Borrower shall defend such title against all claims and demands.

9. ADVANCES. Borrower shall receive and hold any advances secured hereby made for erecting an improvement on the Mortgaged Premises, and the right to receive such advances, as a trust fund to be applied first for the purpose of paying the cost of such contemplated improvement, and Borrower shall apply such advance(s) to payment of same before using any part for any other purpose.

10. **BUILDINGS.** No building, structure or improvement on the Mortgaged Premises shall be removed, demolished, or substantially changed without the prior written consent of Lender.
11. **NO SALE OR LEASE.** Borrower covenants and agrees that, after the date hereof, none of the following actions shall be taken or permitted without Lender's prior written consent:
- (A) Acquisition of legal or equitable title to all or any part of the Mortgaged Premises by anyone other than those in whom title is vested on the date hereof; or
 - (B) All or any part of the Mortgaged Premises becoming subject to either a lease for a term exceeding one year or an installment sales contract, whether or not title passes; or
 - (C) Any principal, stockholder, member, or partner of the undersigned legal entity or an entity guaranteeing the Indebtedness selling or otherwise transferring any ownership, stock, membership or partnership interest in such entity.
12. **ENVIRONMENTAL REQUIREMENTS.** Borrower shall comply strictly with the requirements of all applicable federal, state and local environmental laws, rules and regulations and shall not become involved in operations on the Mortgaged Premises or other locations which could lead to Borrower's or Lender's liability thereunder. If Borrower fails to so comply, Lender, at its sole option but without any obligation to do so, may give such notices, incur such expense, take such actions or cause such work to be performed on the Mortgaged Premises or take any and all other actions as Lender deems necessary or prudent to cure such failure of compliance, and the Borrower shall provide Lender or its agents with access to the Mortgaged Premises for such purposes; provided that the exercise of any of such remedies shall not be deemed to have relieved the Borrower from any responsibility therefor or given Lender "control" over the Mortgaged Premises or cause Lender to be considered to be a mortgagee in possession, "owner" or "operator" of the Mortgaged Premises for purposes of any applicable law, rule or regulation pertaining to hazardous substances. Any amounts paid as a result thereof, together with interest thereon according to the terms of the Note(s) or obligations secured hereby, shall be due and payable from Borrower to Lender on demand, and until paid shall become a part of the Indebtedness secured hereby with the same lien priority, notwithstanding any limitation of Indebtedness otherwise provided for herein, and the same may be collected as part of the principal debt in any suit hereon or upon the Note(s) or other obligations secured hereby.
- Borrower does hereby jointly and severally agree to indemnify, defend and hold Lender harmless of and from any and all: liabilities, liens, assessments, suits, damages, judgments, costs and expenses, environmental audit fees and costs, attorney fees, consultant's fees, clean up costs, removal or response costs arising out of the presence, handling and disposal of hazardous or toxic waste, materials or substances of any kind whatsoever in connection with the Mortgaged Premises, including without limitation the assertion of any lien taking priority over the lien hereof, or arising out of any requirement of any applicable law or regulation.

Borrower represents and warrants to Lender that:

- (A) To the best of Borrower's knowledge, the Mortgaged Premises are in compliance with all applicable environmental laws, rules and regulations.

- (B) To the best of Borrower's knowledge, Borrower has made full disclosure to Lender of: all now known or reasonably suspected environmental problems or conditions on or adjacent to the Mortgaged Premises, and all environmental orders or agreements with federal, state and local authorities affecting Borrower or the Mortgaged Premises.
- (C) If environmental contamination or non-compliance with applicable laws affecting Borrower or the Mortgaged Premises is discovered during the term of this Mortgage, Borrower shall:
 - (1) immediately notify Lender of the same;
 - (2) promptly undertake at Borrower's own expense any remedial action, removal or compliance measures required;
 - (3) promptly reimburse Lender for all sums Lender expends under this Environmental Requirements section or becomes liable to expend under applicable laws, rules and regulations.

Borrower acknowledges and agrees that any determination by Lender of compliance with environmental laws is made solely for Lender's own benefit. Such determination(s) shall not be disclosed to third parties or relied upon by Borrower or any third party.

All provisions of this Environmental Requirements section, including but not limited to indemnification, shall survive the discharge or other cancellation of this Mortgage and the Indebtedness.

13. INSURANCE AND ESCROW.

- (A) **Insurance.** Borrower shall keep the Mortgaged Premises insured against loss by fire, with extended coverage endorsement, and such other hazards (and in such amounts) as Lender may require, for the benefit of Lender, and naming Lender as the Insured. Borrower shall also, on Lender's demand, furnish evidence of coverage to Lender and assign and deliver such policies to Lender. In the event of foreclosure of this Mortgage, Lender shall succeed to all the rights of Borrower in and to all policies required hereunder. If required by Lender, Federal Flood Insurance (if property qualifies), public liability insurance, workman's compensation insurance and other specified kinds of insurance shall be carried by Borrower. Terms of any insurance policy required hereunder shall provide for at least 30 days prior written notice of cancellation to Lender.

Lender shall not be liable to Borrower if insurance lapses; and Lender shall have no duty to notify Borrower of such lapse of insurance coverage. Lender, without obligation to do so, may obtain insurance and pay any late or delinquent insurance premiums related to the Mortgaged Premises. In such event, Lender, at its sole option, may: a) Obtain from Borrower reimbursement for any such amounts paid plus interest under the applicable Note(s), which amount shall be payable by Borrower on Lender's demand; or b) Add such amount to the Indebtedness secured hereby with interest and according to the terms of the applicable Note(s), despite the aforesaid limit on the maximum amount secured hereby; or c) Declare Borrower in default hereunder, subject to Borrower's right to cure within 30

days after Lender's notice and demand. Upon demand from Lender, Borrower shall surrender immediately all insurance policies covering the Mortgaged Premises, which policies in the event of foreclosure shall become the property of Lender, with full authority in Lender to make claims, to settle, compromise or dispose of same at its sole discretion for application to the Indebtedness secured hereby.

(B) Escrow.

Funds for Escrow Items for Non-consumer Loans. At Lender's request, Borrower shall pay, in addition to any other payment due upon the Indebtedness, an amount ("Funds") as determined by Lender sufficient to pay the estimated yearly taxes, insurance, assessments and other charges (collectively, "Escrow Items") which may be levied against the Mortgaged Premises. Such Funds shall be held by Lender, without obligation to pay interest thereon, unless specifically so required by the laws of this state, and free of liens and claims of all other creditors of Borrower, to pay such Escrow Items when due, but only to the extent such Funds are actually held by Lender. Such Funds shall not be, nor deemed to be, trust funds but may at any time be commingled with the general funds of Lender. Until applied or expended as provided above, and unless precluded by state law, such Funds are pledged as additional security for the Indebtedness and may at any time be applied, at Lender's option and without notice to the Borrower, to the payment of the Indebtedness. If the amount of Funds exceeds the Escrow Items payable, the Lender, in its discretion, shall (1) return any excess; (2) credit such excess against future payments to be made for Escrow Items; or (3) credit such excess against Borrower's Indebtedness to the Lender. If the Funds are not sufficient to pay the Escrow Items, Borrower shall pay to Lender, after notice from Lender to Borrower requesting payment thereof, any amount necessary to make up the deficiency within ten (10) days of Borrower's receipt of such notice.

Funds for Escrow Items for Residential Consumer Loans. Subject to applicable law, or when required by Lender in its sole discretion, Borrower shall pay to Lender on the day payments are due under the Loan Documents, until the Indebtedness is paid in full, a sum ("Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which may attain priority over this Mortgage as a lien on the Mortgaged Premises; (b) leasehold payments or ground rents on the Mortgaged Premises, if any; (c) premiums for any and all insurance required by Lender; (d) flood insurance premiums, if any; (e) mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." At origination or at any time until the Indebtedness is paid in full, Lender may require that dues, fees, assessments and other charges that are imposed on Borrower or the Mortgaged Premises by a condominium association, homeowners association, or similar organization, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item.

Borrower shall promptly furnish to Lender all notices of amounts to be paid. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation

to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under this Mortgage and pay such amount and Borrower shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with this Mortgage, and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required.

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. §2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held by Lender for the benefit of Borrower in a separate account on Lender's books or in such manner as Lender may reasonably determine. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless a written agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds; showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Mortgage.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess Funds in accordance with RESPA. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as

required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

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

14. **TAXES, LIENS, JUDGMENTS AND ASSESSMENTS.** Borrower shall pay when due all taxes, liens, judgments, assessments, municipal utility charges, and environmental clean up costs affecting the Mortgaged Premises or the lien hereof; and Borrower shall furnish evidence of payment of same on Lender's demand. If Borrower fails to pay the same, Lender, at its sole option, may: a) Pay the same and add such amount to the Indebtedness secured hereby with interest and according to the terms of the Note(s) secured hereby, despite the aforesaid limit on the maximum amount secured hereby; or b) Obtain from Borrower reimbursement of the amount paid plus interest under the applicable Note(s), which amount shall be payable by Borrower on Lender's demand; or c) Declare Borrower in default hereunder, subject to Borrower's right to cure within 30 days after Lender's notice and demand.
15. **SET-OFF.** Immediately upon Borrower's default and without notice to Borrower, Lender shall have the right to set off and apply to the Indebtedness, in such manner as Lender in its sole discretion may determine, any and all sums credited by or due from Lender to Borrower, whether in transit or in the possession of Lender. Such sums shall at all times constitute additional security for the Indebtedness secured hereby.
16. **NON WAIVER.** Waiver by Lender of the breach of any terms or covenants, or the failure of Lender to exercise any option given to it, or the granting by Lender of any forbearance, restructuring or "borrower rights" (as may be required or allowed under the Farm Credit Act or other applicable law or regulations) shall not be deemed to be a waiver of any subsequent breach of the same covenant or the breach of any other covenant, or of Lender's rights thereafter to exercise any such option. Nothing herein or in any Loan Document shall limit or waive Lender's right to make demand under any demand obligation secured hereby. Any provision of this Mortgage may be waived only by a writing, signed by an authorized representative of Lender.
17. **COLLECTION COSTS AND FEES.** Borrower jointly and severally agrees to pay all costs, charges and expenses, including reasonable attorneys fees, which are: incurred by Lender in connection with preserving or protecting Lender's rights and interests under the Note(s) or this Mortgage or any other Loan Document whether or not a legal action is filed; or incurred by Lender in the event of suit on the Note(s) or this Mortgage or on any other Loan Document; or incurred in other legal proceedings for the collection of the Indebtedness secured hereby; or incurred in any foreclosure brought by Lender; or incurred in any other legal proceeding to protect or sustain any mortgage or lien granted as security for the debt secured hereby; or incurred in any litigation or controversy, including any action in Bankruptcy Court, affecting, arising from or connected with the said Note(s), Loan Documents, Indebtedness or this Mortgage. Such amounts together with interest shall be added to the unpaid principal balance hereof, notwithstanding the

maximum amount of Indebtedness described above; shall be evidenced by the Note(s) and secured this Mortgage; and shall be a lien of the same priority on the Mortgaged Premises.

Borrower further agrees to pay all reasonable fees, costs and expenses for all environmental audits or other environmental evaluations of the Mortgaged Premises, updates of environmental audits or evaluations, appraisals of the Mortgaged Premises, appraisal updates or other valuation services or professional opinions which may be required by Lender, in its sole discretion, from time to time in connection with this loan or the collection of the Indebtedness. All sums owing for such services shall be payable on Lender's demand. If unpaid for thirty (30) days after demand, such unpaid sum, at Lender's sole discretion, may either constitute a default on this Mortgage, or it may be added to the unpaid principal balance of the loan and secured by this Mortgage as a lien of the same priority.

- 18. SALE OF COLLATERAL.** All Lender's rights to personal property security and real property security may, in Lender's sole discretion, be exercised either together or separately. Lender may, in its sole discretion, sell personal property security either separately from or together with real property security, whether or not the aggregate proceeds thereof exceed the Indebtedness secured hereby. At any sale, any combination of all of the security may be offered for sale for one total price and the proceeds of such sale accounted for in one account, without distinguishing between items of security or assigning to separate securities proportions of the proceeds. If in the exercise of the power of sale, Lender elects to sell in parts or parcels, such sales may be held from time to time, and the power shall not be fully executed until all of the personal property security and real property security has been sold. In case of a foreclosure sale, the Mortgaged Premises, or so much thereof as may be affected by this Mortgage, may be sold in one parcel or multiple parcels, at Lender's sole discretion.
- 19. REMEDIES.** On the occurrence of any Events of Default Lender may, at any time thereafter, at its option and, to the extent permitted by applicable law, without notice, exercise any remedy available at law or equity, as well as any or all of the following remedies:
- (A) Declare the Indebtedness due and payable, and the Indebtedness shall thereupon become immediately due and payable, without presentment, protest, demand or notice of any kind, all of which are hereby expressly waived by the Borrower except for Indebtedness due and payable on demand, which shall be due and payable on demand whether or not an Event of Default has occurred hereunder;
 - (B) Enter, take possession of, manage and operate the Mortgaged Premises (including all personal property and all records and documents pertaining thereto) and any part thereof and exclude the Borrower therefrom, take all actions it deems necessary or proper to preserve the Mortgaged Premises and operate the Mortgaged Premises as a mortgagee in possession with all the powers as could be exercised by a receiver or as otherwise provided herein or by applicable law; provided, however, the entry by Lender upon the Mortgaged Premises for any reason shall not cause Lender to be a mortgagee in possession, except upon the express written declaration of Lender;
 - (C) With or without taking possession, receive and collect all rents, income, issues and profits ("Rents") from the Mortgaged Premises (including all real estate and personal property

and whether past due or thereafter accruing), including as may arise under any leases, and the Borrower appoints Lender as its true and lawful attorney with the power for Lender in its own name and capacity to demand and collect Rents and take any action that the Borrower is authorized to take under any leases. Lender shall (after payment of all costs and expenses incurred) apply any Rents received by it to the Indebtedness in such order as Lender determines, or in accordance with any applicable statute, and the Borrower agrees that exercise of such rights and disposition of such funds shall not be deemed to cure any default or constitute a waiver of any foreclosure once commenced nor preclude the later commencement of foreclosure for breach thereof. Lender shall be liable to account only for such Rents actually received by Lender. Lessees under the leases are hereby authorized and directed, following notice from Lender, to pay all amounts due the Borrower under the leases to Lender, whereupon such lessees shall be relieved of any and all duty and obligation to the Borrower with respect to such payments so made;

- (D) Foreclose this Mortgage in any manner permitted by law, and upon such sale the Borrower shall execute and deliver such instruments as Lender may request in order to convey and transfer all of the Borrower's interest in the Mortgaged Premises, and the same shall operate to divest all rights, title and interest of the Borrower in and to the Mortgaged Premises. In addition, Lender may in its discretion subordinate this Mortgage to one or more leases for the sole purpose of preserving any such Lease in the event of a foreclosure; and
- (E) Take such other actions or proceedings as Lender deems necessary or advisable to protect its interest in the Mortgaged Premises and ensure payment and performance of the Indebtedness, including, without limitation, appointment of a receiver (and the Borrower hereby waives any right to object to such appointment) and exercise of any of Lender's remedies provided herein or in any other document evidencing, securing or relating to any of the Indebtedness or available to a secured party under the Uniform Commercial Code or under other applicable law.

In addition Lender shall have all other remedies provided by applicable law, including, without limitation, the right to pursue a judicial sale of the Mortgaged Premises or any portion thereof or to pursue strict foreclosure or to take a deed in lieu of foreclosure or an assignment.

The Borrower agrees and acknowledges that the acceptance by Lender of any payments from either the Borrower or any guarantor after the occurrence of any Event of Default, the exercise by Lender of any remedy set forth herein or the commencement, discontinuance or abandonment of foreclosure proceedings against the Mortgaged Premises shall not waive Lender's subsequent or concurrent right to foreclose or operate as a bar or estoppel to the exercise of any other rights or remedies of Lender. The Borrower agrees and acknowledges that Lender, by making payments or incurring costs described herein, shall be subrogated to any right of the Borrower to seek reimbursement from any third parties, including, without limitation, any predecessor in interest to the Borrower's title or other party who may be responsible under any law, regulation or ordinance relating to the presence or cleanup of Hazardous Substances.

20. **FINANCIAL INFORMATION.** At Lender's request, Borrower shall provide, in a form acceptable to Lender, a current balance sheet and income statement annually and at such other additional times as Lender may request in connection with loans.
21. **BINDS HEIRS, EXECUTORS AND ASSIGNS.** The covenants, agreements and conditions contained herein shall bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto. The term "Lender" as used herein, shall be construed to include any lawful Holder of this Mortgage.
22. **SEVERABILITY.** If any provision of the Note(s), this Mortgage, any Loan Documents or other obligation secured hereby, or any other document given to secure the said Indebtedness shall be determined to be invalid, inapplicable to any party or unenforceable, such determination shall not affect the validity, applicability or enforceability of any other provision of that instrument or of any other instrument.
23. **NOTICE.** Notice, demand or request of either party hereto shall be in writing and shall be served in person, by recognized courier service, or by mail.
24. **GOVERNING LAW.** This Mortgage is subject to the provisions of the Farm Credit Act of 1971 and all acts amendatory thereof or supplementary thereto; and shall be interpreted according to the law of the State of Vermont.
25. **LEGAL ENTITY WARRANTY.** If Borrower is a legal entity, Borrower represents and warrants that it is duly constituted under applicable laws and in good standing; that appropriate authorization has been obtained to enter into this Mortgage, the Loan Documents and all instruments evidencing the Indebtedness; and that when executed this Mortgage, all Loan Documents and all instruments evidencing the Indebtedness shall be valid and legally binding on Borrower.
26. **NO ORAL MODIFICATION.** This Mortgage may not be changed or modified orally, but only by a writing signed by the party against whom enforcement is sought.
27. **TIME OF THE ESSENCE.** For purposes of this Mortgage, all Loan Documents and the instruments evidencing the Indebtedness secured hereby, time is of the essence.
28. **LENDER'S REMEDIES CUMULATIVE.** The rights and remedies herein afforded to Lender shall be cumulative and supplementary to, and not exclusive of, any other rights and remedies afforded the holder of this Mortgage under applicable laws.
29. **RELEASES.** Lender, at its sole option and without notice, may release any part of the security described herein, or release any person or entity liable for or guaranteeing the Indebtedness, or agree to extend time for payment of the Indebtedness, or provide "borrower rights" under the Farm Credit Act without in any way affecting the lien hereof (except to the extent released) or without releasing any unreleased person or entity obligated to pay or guaranty the Indebtedness.
30. **INTEREST AFTER DEFAULT OR MATURITY.** If the Indebtedness shall become due, either because of Borrower's default or because of demand or maturity under terms of the Note(s) evidencing such Indebtedness, then interest shall continue as provided for in said Note(s) until the Indebtedness is paid in full.

31. **EXECUTION OF DOCUMENTS.** Borrower covenants to execute, deliver, file and or record such documents or instruments, or take such other actions, as may be reasonably required by Lender to effectuate the intention of this transaction, or to assure the enforceability and collectability of the Indebtedness, the Loan Documents or the Mortgage lien, or to otherwise protect or enforce the rights of Lender hereunder.
32. **JOINT AND SEVERAL LIABILITY.** If this Mortgage is made by more than one Borrower, all covenants made herein, and all liability and obligations hereunder shall be both joint and several.
33. **AGENT.** The Borrower agrees that Lender may from time to time act as agent for and on behalf of certain other lenders, including without limitation, any wholly owned subsidiary of Lender, which designation and appointment as an agent is coupled with an interest, and that in such capacity as agent, Lender is authorized to take such actions on its behalf and on the behalf of those lenders for whom Lender is acting as agent under the provisions of this mortgage and to exercise all powers and perform such duties as it deems necessary or appropriate in connection with the mortgage, including without limitation, all available rights and remedies available hereunder to a lender or mortgagee for its account and the account of others.
34. **WETLANDS AND HIGHLY ERODIBLE LANDS.** Borrower further agrees that the Indebtedness secured by this Instrument will be in default should any loan proceeds be used for a purpose that will contribute to extensive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 CFR Part 12.

IN WITNESS WHEREOF, this Mortgage has been duly executed by Borrower on the day and year first written above.

Borrowers

Jeffrey M Brassard 2-22-24
Jeffrey M. Brassard Date
Individually Seal

[Signature] 2/22/24
Witness Date

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Trini L. Brassard 2/22/24
Trini L. Brassard Date
Individually Seal

Samuel Silver-Shpa 2/22/24
Witness Date

Acknowledgment

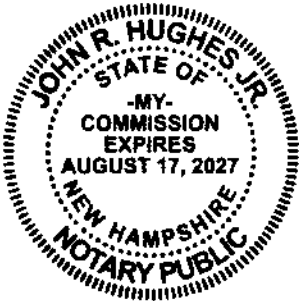
State of New Hampshire
County of Grafton

This record was acknowledged before me on this 22nd day of February 2024 by Jeffrey M Brassard.

John R Hughes Jr
Notary Public

John R Hughes Jr
(Print Name)

My commission expires:



Acknowledgment

State of New Hampshire
County of Grafton

This record was acknowledged before me on this 22nd day of February 2024 by Trini L Brassard.

John R Hughes Jr
Notary Public

John R Hughes Jr
(Print Name)

My commission expires:

