

**SHORT FORM MORTGAGE DEED**

**FALMOUTH LAND TRUST**, a Maine non-profit corporation whose mailing address is [        ], (“Borrower”), FOR CONSIDERATION PAID, grants to the **TOWN OF FALMOUTH**, a Maine municipal corporation whose mailing address is 271 Falmouth Rd., Falmouth, ME 04105 (the “Lender”), to secure the payment of amounts due under a certain promissory note of near or even date in favor of said Lender in the original principal amount of [THREE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$350,000.00) (together with all modifications, renewals, consolidations, restatements, amendments and extensions thereof, the “Note”), and also to secure the performance by Borrower of all agreements and covenants therein contained, with MORTGAGE COVENANTS, certain real property, together with any improvements thereon, located at [TIDEWATER], County of Cumberland, State of Maine, and more particularly described on Exhibit A attached hereto and made a part hereof (the “Property”).

TO HAVE AND TO HOLD the aforegranted and bargained Property, with all the privileges and rights appurtenant thereto, to Lender, its successors and assigns, to its and their use and behoof forever; PROVIDED, NEVERTHELESS, that if Borrower shall pay and perform the obligations of Borrower to Lender in accordance with the terms and conditions of the Note, then this Mortgage, shall be void, but otherwise shall remain in full force.

In the event that any default shall occur, then, in each and every such case,

- (a) Lender is authorized to foreclose this Mortgage Deed by any legal or equitable method of foreclosure existing at the time of the execution of this Mortgage or thereafter; and
- (b) Lender shall have such further rights and remedies as may be given to Lender in the other loan documents or as may be afforded by law or in equity.

The covenants contained herein shall bind the heirs, successors and assigns of Borrower and shall inure to Lender. If any portion of this Mortgage is declared to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

WITNESS my hand and seal this \_\_\_\_\_ day of December, 2018.

WITNESS:

FALMOUTH LAND TRUST

\_\_\_\_\_  
Name:

\_\_\_\_\_  
By:

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_, ss.

December \_\_\_\_\_, 2018

PERSONALLY APPEARED the above-named \_\_\_\_\_, \_\_\_\_\_ of Falmouth Land Trust as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said Falmouth Land Trust.

Before me,

\_\_\_\_\_  
Name:  
Notary Public/Attorney at Law  
Commission Expires

**EXHIBIT A**

[NEW SURVEYED DESCRIBED TO BE PROVIDED]