

RE-STATED MORTGAGE AND SECURITY AGREEMENT

Property: 727 / 737 Snipatuit rd Rochester.

COASTAL REALTY DEVELOPMENT, LLC, a Massachusetts limited liability company having a principal place of business at 43 Tony Terrace, Bridgewater, MA 02324 (hereinafter referred to as "Mortgagor") **FOR CONSIDERATION PAID, HEREBY GRANTS TO RAYMOND BOURQUE, TRUSTEE OF THE R&D INVESTMENT TRUST** under Trust dated June 14, 2007, 346 Cushman Road, North Attleboro, Massachusetts, 02760, ("Bourque") (hereinafter referred to as the "Mortgagee" including any successor in interest thereto), with **MORTGAGE COVENANTS**, to secure the payment of the redemption price as provided in a certain Investment Agreement ~~of even date~~ with Bourque (the "Investment Agreement"), dated June 15, 2007 as amended and to secure the performance of all covenants and agreements herein and in the Investment Agreement and Construction Investment Agreement of even date between Mortgagor and Mortgagee and to secure the payment of or performance of all other debts, covenants and agreements of or by Mortgagor to or for the benefit of Mortgagee now existing or hereafter arising while this Mortgage is still undischarged of record, the land known and numbered as 727 and 737 Snipatuit Road, Rochester, Plymouth County, Massachusetts, all as described in Exhibit "A" attached hereto and incorporated herein by reference, together with any and all improvements now or hereafter situated thereon.

Future advances are contemplated and, along with other future obligations, are secured by this Mortgage and Security Agreement even though all or part may not yet be advanced. Nothing in this Mortgage and Security Agreement, however, shall constitute a commitment to make additional or future advances in any amount, except as provided and agreed to under the terms and conditions of that Construction Investment Agreement between the Mortgagee and the Mortgagor ~~of even date herewith~~. Any additional commitment shall be subject to and conditioned upon agreement in a separate writing.

Further, the amount of the obligations secured under this Mortgage is limited to the principal advanced under the Investment Agreement, plus interest and costs incurred thereunder.

The address of the premises is 727 and 737 Snipatuit Road in Rochester, Massachusetts, such property more particularly described in those two deeds recorded at the Plymouth County Registry of Deeds (the "Registry") at Book 33799, Page 99 and 102.

As further security for the Mortgagor's obligations, Mortgagor hereby grants to Mortgagee a security interest in all equipment (as defined in the Uniform Commercial Code), appliances, furnishings and fixtures (to the extent not part of the real estate) now or hereafter located on the above described premises, or used in connection therewith, excluding property owned by tenants and contractors, and the proceeds therefrom;

Also, general intangibles, including without limitation, licenses, permits and orders presently issued or hereafter obtained in connection with the construction of the improvements on the property, leases and other rental arrangements, rents, issues and profits arising out of the premises, construction guarantees, agreements, insurance policies and proceeds therefrom, taking proceeds and other contractual rights and remedies relating to the premises.

Notwithstanding the grant of security interests in personal property of the Mortgagor as provided herein, the Mortgagee acknowledges, however, that: (i) the Premises currently constitute raw land, (ii) the Mortgagor's only material asset currently is the Premises and the development permits obtained to date in conjunction therewith; and (iii) the improvements to be financed under this Agreement and the Investment Agreement are limited to those infrastructure improvements and related costs set forth in and agreed to by the parties in the project schedule attached to the Investment Agreement ~~as Exhibit "C"~~ and to the Construction Agreement with the Mortgagee ~~as Exhibit "A"~~;

The Mortgagor covenants and agrees that as of the execution hereof and upon the subsequent acquisition of such articles, fixtures, equipment and general intangibles of Mortgagor now or hereafter used in the construction of improvements on or operation of the realty hereby conveyed, Mortgagor shall:

1. provide the holder with a precise inventory of the same, as and when acquired, as requested by Mortgagee;
2. execute and deliver to the holder, when requested to do so by Mortgagor, in form appropriate for recording and filing, a first security agreement and financing statements on all such articles, fixtures, equipment and general intangibles of Mortgagor; and
3. provide to the holder such other assurances as may be required by the holder to establish the holder's first and prior security interest in such articles, fixtures, equipment and general intangibles; and

Said land, improvements, equipment, appliances, furnishings and fixtures are hereinafter referred to as the "premises."

Mortgagor further covenants and agrees with Mortgagee:

1. to perform all of the covenants and agreements contained in the Investment Agreement.

2. to pay at least ten (10) days before due all taxes, charges for water, sewer and other municipal services, and assessments, whether or not assessed against Mortgagor, if applicable, or related in any way to the premises, or any interest in the premises of Mortgagor, Mortgagee or any other person or organization, or the debt, obligations or performance secured hereby, or the disbursement or application of the proceeds therefrom, excluding, however, any income or corporation excise tax of Mortgagee. In the event that Mortgagee fails to make said payments for taxes, charges for water, sewer and other municipal services, and assessments, upon request of Mortgagor in writing, Mortgagor shall pay to Mortgagee on the first day of the month a sum determined by the Mortgagee to be sufficient to provide in the aggregate a fund adequate to pay such taxes, charges and assessments at least ten (10) days before the same become delinquent, (hereinafter referred to as "escrows") and, in addition, to pay to Mortgagee on demand any balance necessary to pay in full said taxes, charges and assessments at least ten (10) days before the date when they become due and payable. Except as may be required by law, such sums shall not bear interest but shall be maintained in a segregated, non-interest bearing account; Mortgagee shall not be required to account for any profits resulting from its use thereof; and such sums may be applied by Mortgagee to the payment of such taxes, charges and assessments or any other obligation of Mortgagor hereunder. If Mortgagee has requested escrows, Mortgagor shall furnish to Mortgagee all original tax bills relating to the premises at least fifteen (15) days before such taxes shall be due and payable. Mortgagor grants Mortgagee, in the event of a default hereunder, full power and authority as attorney irrevocable of Mortgagor to apply for and prosecute claims for the abatement of taxes and to collect and endorse any checks issued on account of Mortgagor and to retain and apply the same to the debt secured hereby.

3. to carry with respect to the premises and its use such insurance as the holder may from time to time reasonably require and as may from time to time be required by any applicable Federal, state or local law or regulation; to the extent insurable under standard insurance industry standards and at reasonable premium and other costs, all insurance against loss or damage to the premises by fire and any of the risks covered by insurance of the type now known as "fire and extended coverage" shall contain the "Replacement Cost Endorsement" and an "Agreed Value Endorsement; during the construction of any improvements which become a part of the premises, as requested by Mortgagee, to carry insurance in "Builder's Risk Completed Value (non-reporting)" form including all risk type coverage; all such insurance shall also provide coverage against the perils normally covered by a so-called special endorsement, i.e., collapse, cost of demolition, increase cost of construction and the value of the undamaged portion of the premises; and all insurance (with evidence of payment of premiums thereof satisfactory to the holder) so required to be maintained, together with any other insurance with respect to the premises maintained by the Mortgagor, shall be deposited with, and, except for public liability coverage and any other coverage the holder may determine shall not be payable to it in case of loss, shall be first payable in case of loss to the holder; all renewals or replacements of such insurance from time to time in force together with evidence of payment of premiums thereof satisfactory to the holder shall be delivered to the holder ten days at least before the expiration date of then current insurance; all insurance required as aforesaid to be maintained with respect to the premises, shall be written by such companies on such terms in such form and for such

periods and amounts as the holder shall from time to time approve and shall not be cancelable or amendable without at least thirty days' prior written notice to the holder; and no settlement on account of any loss covered by settlement insurance shall be effected without the consent of the holder;

4. except as otherwise permitted under the Construction Investment Agreement between Mortgagor and Mortgagee of even date, to maintain the premises at all times in as good repair and condition as the same now are or hereafter may be put, damage from casualty expressly not excepted, permitting no waste or strip of the premises, nor any violation of any law, by-law, ordinance, restriction, regulation, order or code affecting the premises or the use thereof; and not to remove or alter any of the improvements, equipment, appliances, furnishings and fixtures constituting part of the premises without the prior written consent of the Mortgagee which consent shall not be unreasonably withheld; and to permit Mortgagee, its agents and employees, reasonable opportunity to enter upon the premises for the purpose of inspecting the condition of the premises and determining Mortgagor's compliance with the covenants contained herein;

5. to observe and perform all the obligations imposed upon Mortgagor under any lease of the premises or any portion thereof, and not to do or permit to be done anything which would impair the security of such lease to Mortgagee, nor to cancel or change any terms, conditions or covenants of any lease of the premises or any portion thereof without the prior written consent of the Mortgagee, nor to execute any lease providing for payment of rent for more than one month in advance, nor to receive rent from any tenant of all or any part of the premises for more than one month in advance without the prior written consent of the Mortgagee, and any such advance rent in excess of one month received shall be held by Mortgagor in trust for the benefit of Mortgagee;

6. after construction of the improvements on the premises, upon demand of Mortgagee, to assign and deliver to Mortgagee any or all leases of the premises or any part thereof, or Mortgagor's right to receive any or all rents and other income reserved in such leases, provided, however, Mortgagor shall retain the right to receive such rents until the occurrence of a default under any instrument executed in connection with this transaction. Such assignments shall be in form satisfactory to Mortgagee, and Mortgagor hereby grants mortgagee full power and authority as attorney irrevocable of Mortgagor to make, execute, acknowledge, deliver and record such assignments. After any default by Mortgagor hereunder or under the terms of such assignments, Mortgagee shall be entitled to modify and otherwise deal with all such leases with the same power and discretion which Mortgagee would have if it were the lessor thereof, and Mortgagee shall be entitled to collect all of the rents and other income reserved in such leases, to collect and endorse any checks issued in the name of Mortgagor and to apply the same to the debt secured hereby, and after foreclosure Mortgagee shall not be liable to account to Mortgagor for rents or other income thereafter accruing, provided, however, that any such assignments shall also provide that Mortgagor may have and retain such rents and profits until such default occurs; and Mortgagee shall further have the right to subordinate this Mortgage and its rights hereunder to any lease of the premises or any portion thereof, and upon execution and recording of any

instrument with the same force and effect as if such lease or leases have been executed and delivered prior to the execution, delivery and recording of this Mortgage;

7. if the premises or any part thereof shall be damaged or destroyed by fire or other hazard insured against or if the premises or any portion thereof shall be taken by eminent domain, no settlement on account of any loss, damage or taking shall be made without the consent of Mortgagee, provided, however, in the event of a default hereunder, Mortgagee may, at its option, settle any claims with the insurers or taking authority, and provided further that any proceeds from insurance or damages for such taking, as the case may be, shall be paid to Mortgagee, and Mortgagor hereby irrevocably assigns the same to Mortgagee, and Mortgagor hereby grants to Mortgagee full power and authority as attorney irrevocable of Mortgagor to settle such claims and to collect and endorse any checks issued in the name of Mortgagor. Mortgagee, in its discretion, may either apply any insurance proceeds or eminent domain award against any of the debt or obligations secured hereby (in which case Mortgagor's obligations hereunder to restore such damage to the premises as may have been caused by such fire, other hazard or taking, shall terminate), or release such portion of the proceeds to Mortgagor as is necessary to restore the premises to their prior condition insofar as is practicable upon such terms and conditions as Mortgagee deems appropriate, and apply the balance thereof, if any, to the debt secured hereby; provided, however, that if any insurer of the premises denies liability, Mortgagor shall not be relieved of its obligations to restore the premises;

8. if Mortgagor shall default in the performance or observance of any covenant or agreement herein or in the Investment Agreement, after any required notice and the lapse of any applicable grace period, Mortgagee may apply toward the debt secured hereby any deposit, payment or any sum due from Mortgagee to Mortgagor without first enforcing any other rights of Mortgagee against Mortgagor, or against any endorser or guarantor of the said Agreement or against the premises;

9. if Mortgagee shall become involved in any action or course of conduct with respect to the Investment Agreement, this Mortgage, the premises, or other security for the debt or obligations secured hereby, in order to protect its interest therein, including without limitation: Mortgagee's commencement and prosecution of foreclosure proceedings, involvement in bankruptcy proceedings concerning Mortgagor, entering the premises, care and management thereof or defending or participating as a party in any action at law or in equity brought by Mortgagor or any other person or organization with respect to the premises (or other security for the debt secured hereby), Mortgagor shall reimburse Mortgagee in connection therewith, including without limitation, attorneys' fees and other reasonable fees attributable to undertaking such actions or conduct.

10. that at any foreclosure sale of the premises, the premises or any portion thereof may be offered for sale for one total price or separately, and the proceeds of such sale or sales may be accounted for in one account without distinction between the items of security or without assigning to them any proportion of such proceeds, Mortgagor hereby waiving the application of any doctrine of marshalling of assets. Mortgagee may, in the exercise of the power of sale herein

given, sell the premises and said other security in parts or parcels, said sales may be held from time to time, by public or private sale, and the power shall not be fully executed until all of the premises and said other security not previously sold shall have been sold; if surplus proceeds are realized from a foreclosure sale, Mortgagee shall not be liable for any interest thereof pending distribution of such proceeds by Mortgagee, provided, however, that the Mortgagee shall turn over to the Mortgagor all net proceeds from foreclosure or other collection action that remain after payment of the amounts due under the Investment Agreement and the Construction Investment Agreement, costs of collection thereof and any junior liens that the Mortgagee is required under applicable law to pay.

11. to notify Mortgagee promptly of the existence of and the exact details of any other security interest affecting any portion of the premises, now existing or hereafter arising, to make all payments that become due to any secured party having such security interests, and at the request of Mortgagee to assign to Mortgagee all of its right, title and interest in and to any and all agreements evidencing such security interest, and Mortgagor hereby grants Mortgagee full power and authority as attorney irrevocable of Mortgagor to make, execute, acknowledge and deliver such assignments. Mortgagor represents that no security interest presently exists in any of said security except as has heretofore been disclosed in writing to Mortgagee;

12. that Mortgagee shall be entitled, but not obligated, to cure any default of Mortgagor hereunder, and shall be reimbursed by Mortgagor for all costs, charges and expenses, including without limitation, attorney's fees incurred in connection therewith, and that all sums for which Mortgagee may be entitled to reimbursement shall be added to the principal sum of the debt secured hereby, shall be secured by this Mortgage, and shall be payable on demand of Mortgagee, whether or not the remaining principal balance of the Investment Agreement has been declared due and payable;

13. in the event the legal or beneficial ownership of the premises, or any portion thereof or interest therein, becomes vested in anyone other than Mortgagor or its existing members, except upon the death of or appointment of a guardian or conservator for Mortgagor, or any beneficiary of Mortgagor, the entire mortgage debt shall, at the option of Mortgagee, become due and payable on demand together with all prepayment charges to which Mortgagee would be entitled under the Investment Agreement or by law if the Investment Agreement were paid in full at the time of demand, provided, however, that Mortgagee may, without notice to Mortgagor, deal with Mortgagor's successor or successors in interest with reference to the Mortgage and the debt secured hereby in the same manner as with Mortgagor without in any way releasing, discharging or modifying Mortgagor's liability or obligations with respect to this Mortgage or the debt secured hereby. No sale of the premises hereby mortgaged and no forbearance on the part of Mortgagee or extension of the time for payment of the debt secured hereby or any other indulgence given by Mortgagee shall operate to release, discharge, modify, change or affect the original liability of Mortgagor, or the priority of this Mortgage, either in whole or in part, notice of such forbearance, extension or other indulgence being hereby expressly waived;

14. that Mortgagor shall not:

- a. create, permit to be created or suffer any encumbrances, liens or indebtedness on the premises (except for the lien for unpaid real estate taxes and betterment assessments prior to the commencement of interest and penalties thereon);
- b. if Mortgagor is other than a natural person or persons, liquidate, terminate its existence, merge or consolidate with any other entity or dissolve;
- c. file a petition under any chapter of the Federal Bankruptcy Act or institute any other proceeding under any law relating to bankruptcy, bankruptcy reorganization, insolvency or relief of debtors, or consent to an assignment, composition or similar arrangement for the benefit of Mortgagor's creditors, or consent to appointment of a receiver for any of Mortgagor's property.

15. if this Mortgage is at any time subject or subordinate to another mortgage, Mortgagor shall not modify, amend or extend such prior mortgage, or the debt or any obligation secured thereby, without the consent of Mortgagee. Any default under such prior mortgage or any obligations secured thereby shall be a default hereunder, and Mortgagee shall be entitled but not obligated to cure said default, as provided in Paragraph 9 hereof;

16. any notice, demand or other communication from Mortgagee to Mortgagor shall be deemed satisfactorily given upon depositing the same in writing in the United States mail, postage prepaid, by registered or certified mail, addressed to Mortgagor (or any one of them if there be more than one) at the address set forth herein;

In the event (A) of a failure to pay sums due under the Investment Agreement in accordance with its terms or of breach of any other covenant, condition or agreement contained in this Mortgage remaining uncured for a period in excess of fifteen (15) days (except that no grace period shall be permitted for a default under Sections 14. b. or 14.c. above) or any breach in the covenants, conditions or agreements in any instrument given in connection with the Investment Agreement and debt secured hereby, or in any other mortgage, debt or obligation of or from Mortgagor to Mortgagee remaining uncured after the expiration of any applicable grace periods; or if any involuntary proceedings shall be commenced against Mortgagor under any chapter of the Federal Bankruptcy Act or other law relating to bankruptcy, bankruptcy reorganization, insolvency or relief of debtors, and such petition or proceeding is not dismissed within forty-five (45) days from the date on which it is filed or instituted; or if Mortgagor becomes insolvent or is unable to pay its debts as they become due, or (B) any guarantor of Mortgagor's obligations or any endorser of the Investment Agreement:

- a. if other than a natural person liquidate, terminate or dissolve or merge or consolidate with another entity;
- b. file or institute a petition (or have filed or instituted against such guarantor or

endorser, a petition which is not dismissed within forty-five (45) days under any chapter of the Federal Bankruptcy Act or any other proceeding under any law relating to bankruptcy, bankruptcy reorganization, insolvency or relief of debtors, or consent to an assignment, composition or similar arrangement for the benefit of creditors, or consent to appointment of a receiver for any of the property, of such creditors or endorsers; or

c. become insolvent or unable to pay debts when due;

then at the option of the Mortgagee, the entire debt secured hereby, together with all prepayment charges to which Mortgagee would be entitled under the Investment Agreement or by law if the Investment Agreement were prepaid in full shall be due and payable, and Mortgagee shall have the STATUTORY POWER OF SALE as hereinafter provided. The failure at any time of the Mortgagee to exercise this option shall not constitute a waiver of the right to exercise such right at any other time to the extent such default has not been cured within a time period specifically designated by Mortgagee.

The Mortgagee expressly agrees and acknowledges that partial releases of the mortgage liens and security interests held hereunder as security for the payment and performance of the Mortgagor's obligations the Investment Agreement shall be required in connection with ordinary course sales of separately saleable lots, or portions thereof with respect to duplexes, identified in the Master Plan of the development as recorded at the Registry (each, a "Housing Lot"). Accordingly, the Mortgagee expressly agrees hereunder, that upon payment as provided below of certified funds in the amount of Sixty Thousand Dollars (\$60,000.00) (each, a "Lot Release Payment") from the closings of sales of Housing Lots to qualified owners, the Mortgagee shall deliver to the Mortgagor for recording at the Registry a partial release of the mortgage liens and security interests that it holds hereunder, as to each Housing Lot in connection with the sale thereof.

With each Housing Lot to be sold, in consideration for a partial release of the Mortgage with respect to such Housing Lot and for the Mortgagee's consent to such sale, the Mortgagor shall pay to Mortgagee's Escrow agent, Peter G. Shaheen, Esq. of Shaheen, Guerrera & O'Leary, LLC 820 A Turnpike Street, North Andover, MA 01845 per the Investment Agreement, which proceeds shall be held and distributed as set forth in the Investment Agreement.

Capitalized terms herein shall have the meanings set forth on Page 1 of this Mortgage or otherwise as defined herein. Paragraph captions are used only for convenience and are not intended to import additional or different meanings from the text of such paragraphs or to limit such texts.

In case any provision of the Investment Agreement, this Mortgage or any instrument executed by any person or organization in connection therewith shall be found unenforceable or invalid for any reason, the enforcement of any other provision shall be deemed modified to the extent necessary to be enforceable or if such modification is not practicable, such provision shall be

deemed deleted from this Mortgage.

This Mortgage is upon the STATUTORY CONDITION and upon the further condition that all covenants and agreements of Mortgagor in the Investment Agreement, this Mortgage and all other instruments executed in connection therewith and in all other mortgages, debts and obligations of or from Mortgagor to or for the benefit of Mortgagee shall be kept and fully performed, and upon any breach of the same, Mortgagee shall have the STATUTORY POWER OF SALE and any other powers given by statute.

The word "Mortgagor" as used herein means Mortgagor named herein, whether one or several, and also means any subsequent owner or owners of the equity of redemption of the premises, and all of the covenants and agreements of Mortgagor herein contained shall be binding upon Mortgagor, its heirs, executors, administrators, successors and assigns and shall be joint and several if more than one person constitute Mortgagor. The word "Mortgagee" as used herein means Mortgagee named herein and any subsequent holder or holders of this Mortgage.

This Mortgage is executed under seal this 4th day of ~~June~~ ^{October} 2007.

Coastal Realty Development, LLC

By: [Signature]
Jeffrey D. Gosciminski, Manager

By: [Signature]
John J. Maffei, Manager

Commonwealth of Massachusetts
County of Middlesex

On this 4th day of ~~June~~ ^{October}, 2007, before me, the undersigned notary public, personally appeared Jeffrey D. Gosciminski and John J. Maffei, Managers of Coastal Realty Development, LLC, proved to me through satisfactory evidence of identification, which were Massachusetts driver's licenses, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

[Signature]
Notary Public
My Commission Expires: 2-4-2011



Exhibit A
Property Description

LOT 1

The land in Rochester with the buildings thereon, situated on both sides of a road leading from the premises formerly owned by Asa Coombs, deceased, to the premises formerly owned by Saleb Briggs, deceased now, called Snipatuit Road and bounded and described as follows:

EASTERLY: by land formerly owned by Briggs and the land conveyed by Mary E. Bennett to Rufus H. Small;

SOUTHERLY: by land formerly of Caleb Briggs and land now or formerly of a certain Rousneville;

WESTERLY: by land formerly of James Swift, deceased, and more likely owned by Mikah Bennett, deceased; and

NORTHERLY: by land formerly belonging to Asa Coombs, deceased.

Said premises being the former homestead farm of Mary E. Bennett and for a more particular reference is to be had of the deed of William Wilber to said Mary E. Bennett recorded in the Plymouth County Registry of Deeds and deed of John Bennett to Galen T. Bennett dated February 27, 1827 and recorded in said Registry of Deeds in Book 160, Pages 41 and 42, and the deed above mentioned from said Mary E. Bennett to said Rufus H. Small.

Excepting therefrom those prior conveyances of record to Scott Ashworth.

EXCEPTING that certain parcel of land in Rochester, Plymouth County Massachusetts, contained 87,363 S.F. (2.006 Ac.) being shown as Parcel "B" on the plan entitled "PLAN OF LAND 'TRAILSIDE' ESTATES' IN ROCHESTER, MASSACHUSETTS PREPARED FOR COASTAL REALTY DEVELOPMENT, LLC" dated February 24, 2006, revised March 2, 2006 to be recorded with the Plymouth County Registry of Deeds.

Subject to a reservation in favor of Kenneth A. Ashworth and Betty B. Ashworth, their successors and or assigns, as noted in the deed to Mortgagor referenced below, an easement for passage by foot and by vehicle over the driveway which passes over the southeast corner of Parcel "C" as shown on the above-referenced plan. Said easement is Appurtenant to Parcel "B" and serves Parcel B on the plan between Parcel B and Snipatuit Road.

For Grantor's Title see Deed dated November 13, 2006 and recorded at the Plymouth County Registry of Deeds in Book 33799, Page 74.

LOT 2

That certain parcel of land situated on the southwesterly side of Snipatuit Road in the Town of Rochester, Plymouth County, Massachusetts containing 57,442 S.F.(1.319 Ac.) being shown on the plan entitled "PLAN OF LAND 'TRAILSDIE' ESTATES' IN ROCHESTER, MASSACHUSETTS PREPARED FOR COASTAL REALTY DEVELOPMENT, LLC." dated February 24, 2006, revised March 2, 2006 and bounded and described as follows:

Beginning at the southeast corner of the premises to be described at a point in the southwesterly sideline of Snipatuit Road at the northeast corner of remaining land of Scott and Wendy Ashworth;

Thence SOUTH, 67°-14'-44" WEST by last named land, 122.68 feet to a point;

Thence SOUTH 17°-13'-13" EAST by last named land, 104.76 feet to a point;

Thence SOUTH 23°-05'-00" WEST by last named land, 22.99 feet to a point;

Thence SOUTH 16°-14'-04" EAST by last named land, 97.80 feet to a point;

Thence SOUTH 74°-10'-45" WEST by last named land to a point in the northeasterly line of land now or formerly of Kenneth A. Ashworth, et ali shown as Lot 17 on Rochester Assessors' Map 47;

Thence Northwesterly in the line of said Kenneth A. Ashworth, et ali to the Southerly line of land now of formerly of Melissa M. Duffy shown as Lot 18 on Map 47;

Thence NORTH 82°-07'-55" EAST by said Duffy land, 300.00 feet to a pint in the southwesterly sideline of the aforesaid Snipatuit Road;

Thence SOUTH 36°-38'-30" EAST in said sideline 57.73 feet to a point;

Thence SOUTH 37°-53'-10" EAST still in said sideline, 43.55 feet to the corner first mentioned and the point of beginning.

Being a portion of the land conveyed to Scott A. Ashworth and Wendy J. Ashworth by a deed dated September 9, 1998 and recorded at the Plymouth County Registry of Deeds in Book 16593, Page 060. For Mortgagor's title, see deed of Scott A. Ashworth and Wendy J. Ashworth dated November 13, 2006 recorded at the Plymouth County Registry of Deeds in Book 33799, Page 97.

But excluding the following parcel:

That certain parcel of land situated on the southwesterly side of Snipatuit Road in the Town of Rochester, Plymouth County, Massachusetts containing 45,406 S.F. (1,042 Ac.)

being shown on the plan entitled "PLAN OF LAND 'TRAILSDIE' ESTATES' IN ROCHESTER, MASSACHUSETTS PREPARED FOR COASTAL REALTY DEVELOPMENT, LLC." dated February 24, 2006, revised March 2, 2006, to be recorded in the Plymouth County Registry of Deeds, and bounded and described as follows:

Beginning at the southeast corner of the premises to be described at a point in the southwesterly sideline of Snipatuit Road at the northeast corner of PARCEL "B" as shown on the above referenced plan;

Thence SOUTH 55°-59'-28" WEST by said PARCEL "B", 92.94 feet to a point;

Thence SOUTH 51°-06'-59" WEST by said PARCEL "B" and PARCEL "C" as shown on said plan 232.77 feet to a point;

Thence NORTH 36°-16'-07" WEST by said PARCEL "C" 212.58 feet to a point;

Thence NORTH 74°-10'-45" EAST by said PARCEL "C" to land now or formerly of Scott and Wendy Ashworth which is shown as LOT17A on Rochester Assessors Map 47;

Thence Southeasterly in the line of said Scott and Wendy Ashworth, Lot 17A, to a corner;

Thence Northeasterly again in the line of said Scott and Wendy Ashworth, Lot 17A, to a point in the southwesterly sideline of the aforesaid Snipatuit Road;

Thence South 37°-53'-10" EAST in said sideline to the corner first mentioned and the point of beginning.

Being a portion of the land now or formerly owned by Kenneth A. Ashworth et ali as described in a deed dated February 8, 2005 and recorded at the Plymouth County Registry of Deeds in Book 30384, Page 243-245.

The within parcel is the southerly part of PARCEL "A" shown on said plan.