UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF ILLINOIS

PROOF OF CLAIM

03103119036268

Name of Debtor Against Which You Assert Your Claim

YOU MUST SELECT A DEBTOR AGAINST WHOM YOU ASSERT YOUR CLAIM YOU SELECT A DEBTOR BY CHECKING ONE BOX ON THE OTHER SIDE OF THIS NOTICE NOTE Check one box only Creditors holding claims against more than one Debtor must file a separate claim in the case of each Debtor against whom the creditor asserts a claim A creditor will be bound by the Debtor named in its proof of claim

NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case A request for payment of an administrative expense may be filed pursuant to 11 U S C § 503

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim Attach copy of statement giving particulars

☐ **Check box if you have never received any notices from the bankruptcy court in this case**

☐ Check box if this address differs from the address on the envelope sent to you by the court

The amounts reflected above if any constitute your claim as scheduled by the Debtor If you agree with the amounts set forth herein and have no other claim against the Debtor you do not need to file this proof of claim EXCEPT as stated below

If the amounts shown above are listed as Contingent Unliquidated or Disputed a proof of claim must be filed

If you have already filed a proof of claim with the Bankruptcy Court or BMC you do not need to file again

Name of Creditor and Address

03103119036268

RAN-MAR CORPORATION
149 PARTRIDGE ROAD BERLIN
BARRE VT 05641 2338

DBA R&G PROPERTIES

Creditor Telephone Number (802-223-9569

CREDITOR TAX I D #	ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR	Check here if this claim ☐ replaces or ☐ amends a previously filed claim dated
03-0367595		

1 BASIS FOR CLAIM

☐ Goods sold
☒ Services performed
☐ Money loaned
☐ Bondholder
☐ Personal injury/wrongful death
☒ Other (describe briefly)
MOBILE HOME LOT RENT
☐ Taxes
☐ Retiree benefits as defined in 11 U S C § 1114(a)
☐ Wages salaries and compensation (Fill out below)
Your social security number _____
Unpaid compensation for services performed from _____ (date) to _____ (date)

2 DATE DEBT WAS INCURRED

3 IF COURT JUDGMENT DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM

$ (unsecured)	$ 12,772.57 (secured) as of 5/14/03	$ 13,805.57 ~~(unsecured priority)~~ as of 6/1/03	$ (total)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below

☒ Check this box if claim includes interest or other charges in addition to the principal amount of the claim Attach itemized statement of all interest or additional charges

5 SECURED CLAIM

☒ Check this box if your claim is secured by collateral (including a right of setoff)

Brief description of collateral

☐ Real Estate
☐ Motor Vehicle
☒ Other MOBILE HOMES

Value of collateral $ _____

Amount of arrearage and other charges at time case filed included in secured claim above if any $ 7300.57

6 UNSECURED PRIORITY CLAIM

☐ Check this box if you have an unsecured priority claim

Specify the priority of the claim

☐ Wages salaries or commissions (up to $4 650) earned within 90 days before filing of the bankruptcy petition or cessation of the Debtor's business whichever is earlier 11 U S C § 507(a)(3)

☐ Contributions to an employee benefit plan 11 U S C § 507(a)(4)

☐ Up to $2 100 of deposits toward purchase lease or rental of property or services for personal family or household use 11 U S C § 507(a)(6)

☐ Alimony maintenance or support owed to a spouse former spouse or child 11 U S C § 507(a)(7)

☐ Taxes or penalties owed to governmental units 11 U S C § 507(a)(8)

☐ Other Specify applicable paragraph of 11 U S C § 507(a) _____

Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment

7 CREDITS The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim

8 SUPPORTING DOCUMENTS *Attach copies of supporting documents,* such as promissory notes purchase orders invoices itemized statements of running accounts contracts court judgments mortgages security agreements and evidence of perfection of lien DO NOT SEND ORIGINAL DOCUMENTS If the documents are not available explain If the documents are voluminous attach a summary

9 DATE-STAMPED COPY To receive an acknowledgment of your claim, please enclose a self-addressed stamped envelope and an additional copy of your claim

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is received on or before 4 00 pm, Central Time on May 22, 2003

BY MAIL TO
Bankruptcy Management Corporation
ATTN Conseco Inc Claims
PO Box 1042
El Segundo CA 90245 1042

BY HAND OR OVERNIGHT DELIVERY TO
Bankruptcy Management Corporation
ATTN Conseco Inc Claims
1330 East Franklin Avenue
El Segundo CA 90245

Conseco Finance Corp Claim
49675002818

FILED
MAY 22 2003
BMC

DATE SIGNED	**SIGN** and print the name and title if any of the creditor or other person authorized to file this claim (attach copy of power of attorney if any)
5/21/03	RANDY J ROULSTON / PRESIDENT

Penalty for presenting fraudulent claim is a fine of up to $500 000 or imprisonment for up to 5 years or both 18 U S C §§ 152 AND 3571

Name of Debtor Against Which You Assert Your Claim
Check One Box Only

- [x] Conseco Finance Corp (02-49675-CAD)
- [x] Conseco Finance Servicing Corp (02-49676-CAD)
- [ ] Conseco Agency of Alabama Inc (03-04692-CAD)
- [ ] Conseco Agency Inc (03 04693 CAD)
- [ ] Conseco Agency of Kentucky Inc (03-04694 CAD)
- [ ] Conseco Agency of Nevada Inc (03-04695 CAD)
- [ ] Conseco Agency of New York Inc (03-04696-CAD)
- [ ] Crum Reed General Agency Inc (03-04697-CAD)
- [ ] Conseco Finance Canada Company (03-04698-CAD)
- [ ] Conseco Finance Canada Holding Company (03-04699-CAD)
- [ ] Conseco Finance Corp Alabama (03-04700 CAD)
- [ ] Conseco Finance Credit Corp (03-04701-CAD)
- [ ] Conseco Finance Consumer Discount Company (03-04702-CAD)
- [ ] Conseco Finance Loan Company (03 04703-CAD)
- [ ] Conseco Finance Net Interest Margin Finance Corp I (03-04704 CAD)
- [ ] Conseco Finance Net Interest Margin Finance Corp II (03-04705-CAD)
- [ ] Green Tree Floorplan Funding Corp (03-04706-CAD)
- [ ] Green Tree Finance Corp - Two (03 04707-CAD)
- [ ] Landmark Manufactured Housing Inc (03 04708-CAD)
- [ ] Rice Park Properties Corporation (03-04709-CAD)

INSTRUCTIONS FOR FILING PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law In particular types of cases or circumstances such as bankruptcy cases that are not filed voluntarily by a debtor there may be exceptions to the general rules

-- DEFINITIONS --

Debtor

The person corporation or other entity that has filed a bankruptcy case is called the debtor

Creditor

A creditor is any person corporation or other entity to whom the debtor owed a debt on the date that the bankruptcy case was filed

Proof of Claim

A form telling the bankruptcy court how much the debtor owed a creditor at the time the bankruptcy case was filed (the amount of the creditor's claim) This form must be filed with the court appointed Claims Agent Bankruptcy management Corporation at the address listed on the reverse side of this page

Secured Claim

A claim is a secured claim to the extent that the creditor has a lien on property of the debtor (collateral) that gives the creditor the right to be paid from that property before creditors who do not have liens on the property

Examples of liens are a mortgage on real estate and a security interest in a car truck boat television set or other item of property A lien may have been obtained through a court proceeding before a bankruptcy case began In some states a court judgment is a lien In addition to the extent a creditor also owes money to the debtor (has a right of setoff) the creditor s claim may be a secured claim (See also Unsecured Claim)

Unsecured Claim

If a claim is not secured claim it is an unsecured claim A claim may be partly secured and partly unsecured if the property on which a creditor has a lien is not worth enough to pay the creditor in full

Unsecured Priority Claim

Certain types of unsecured claims are given priority so they are to be paid in bankruptcy cases before most other unsecured claims (if there is sufficient money or property available to pay these claims) The most common types of priority claims are listed on the proof of claim form Unsecured claims that are not specifically given priority status by the bankruptcy laws are classified as Unsecured Nonpriority Claims

Items to be completed in Proof of Claim form (if not already filled in)

Court, Name of Debtor, and Case Number

Fill in the name of the federal judicial district where the bankruptcy case was filed (for example District of Delaware) the name of the debtor in the bankruptcy case and the bankruptcy case number If you received a notice of the case from the Claims Agent Bankruptcy Management Corporation all of this information is near the top of the notice

Information about Creditor

If not already accurately pre printed omplete the section giving the name address and telephone number of the creditor to whom the debtor owes money or property and the debtor's account number if any If (a) anyone else has already filed a proof of claim relating to this debt (b) if you never received notices from the bankruptcy court about this case (c) if your address differs from that to which the Claims Agent sent this notice or (d) if this proof of claim replaces or amends a proof of claim that was already filed check the appropriate boxes on the form

1 Basis for Claim

Check the type of debt for which the proof of claim is being filed If the type of debt is not listed check Other and briefly describe the type of debt If you were an employee of the debtor fill in your social security number and the dates of work for which you were not paid

2 Date Debt Incurred

Fill in the date when the debt was first owed by the debtor

3 Court Judgments

If you have a court judgment for this debt state the date the court entered the judgment

4 Total Amount of Claim at Time Case Filed

Fill in the total amount of the entire claim If interest or other charges in addition to the principal amount of the claim are included check the appropriate place on the form and attach an itemization of the interest and charges

5 Secured Claim

If your claim is a secured claim check the appropriate boxes in this section You must state the type and value of property that is collateral for the claim attach copies of the documentation of your lien and state the amount past due on the claim as of the date the bankruptcy case was filed A claim may be partly secured and partly unsecured (See DEFINITIONS above)

6 Unsecured Priority Claim

If your claim is an unsecured priority claim (See DEFINITIONS above) check the appropriate boxes in this section and state the amount entitled to priority A claim may be partly priority and partly nonpriority if for example the claim is more than the amount given priority by the law Check the appropriate place to specify the type of priority claim

7 Credits

By signing this proof of claim you are stating under oath that in calculating the amount of your claim you have given the debtor credit for all payments received from the debtor

8 Supporting Documents

You must attach to this proof of claim form copies of documents that show the debtor owes the debt claimed or if the documents are too lengthy a summary of those documents If documents are not available you must attach an explanation of why they are not available

Please read – important information upon completion of this claim form, you are certifying that the statements herein are true

Be sure to date the claim and place original signature of claimant or person making the claim for creditor where indicated at the bottom of the claim form Please type or print name of individual under the signature Be sure all items are answered on the claim form If not applicable insert Not Applicable

Return claim form and attachments if any and a second copy with any attachments to the Claims Agent Bankruptcy Management Corporation at the address on the front of this form

Statement

R & G Properties, Inc
149 Partridge Road-Berlin
Barre, VT 05641

Date
5/14/2003

To
Otis, Bobbi Jo 303 River Run Manor Berlin Lot 6 Barre VT 05641

Amount Due	Amount Enc
$3,127 95	

Date	Transaction	Amount	Balance
03/31/2003	INV Due 03/31/2003 Orig Amount $2,852 95 Opening balance	2,752 95	2,752 95
05/01/2003	INV #125 Due 05/01/2003 Orig Amount $355 00	355 00	3,107 95
05/06/2003	INV #FC 21 Due 05/06/2003 Orig Amount $20 00 Finance Charge	20 00	3,127 95

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0 00	375 00	2,752 95	0 00	0 00	$3,127 95

TENANT STATEMENT

Sp # RRUN-0006
303 RIVER RUN MANOR

Statement Date 05/20/2003

Account #
R10130

Remit to.
R & G PROPERTIES
144 PARTRIDGE ROAD-BERLIN
BARRE, VT 05641

BOBBI JO OTIS
2547 RIVER ROAD
MONTPELIER, VT 05602

Amt now due 2,852 95
Amt you are paying _____.
Check # .... _____.

---------- (tear off and send (or bring in) with your Payment)------ --------

Prior Activity

Inv #	Date	Loc	Item Description	Item Total	Orig Bal	Total Paid	Curr Bal	Last Pmt	Last Pmt Ref
77719	02/01/2002	110	303 RIVER RUN MANOR	345 00	345 00	51 81	293.19	03/10/2002	547
77795	02/07/2002	110	Late Fee/Rent/Inv # 77719	20 00	20 00	0 00	20.00	/ /	
77903	03/01/2002	110	303 RIVER RUN MANOR	345 00	345 00	0 00	345 00	/ /	
77983	03/06/2002	110	Late Fee/Rent/Inv # 77903	20.00	20 00	0 00	20 00	/ /	
78532	06/06/2002	110	SHERIFF FEES	26 49	26.49	0.00	26 49	/ /	
78705	06/19/2002	110	LAWYER FEES	500 00	500 00	0 00	500 00	/ /	
78861	07/18/2002	110	LAWYER FEES	183 55	183 55	0 00	183 55	/ /	
79044	08/13/2002	110	LAWYER FEES	251 22	251 22	0.00	251 22	/ /	
79150	09/01/2002	110	ANNUAL LOT FEE	6 00	6 00	0 00	6 00	/ /	
79072	09/06/2002	110	Late Fee/Rent/Inv # 78988	20 00	20 00	0 00	20 00	/ /	
79389	10/07/2002	110	Late Fee/Rent/Inv # 79308	20 00	20 00	0 00	20 00	/ /	
79493	11/01/2002	110	303 RIVER RUN MANOR	345 00	345 00	0 00	345 00	/ /	
79577	11/06/2002	110	Late Fee/Rent/Inv # 79493	20 00	20 00	0 00	20 00	/ /	
79535	11/11/2002	110	LAWYER FEES	62 50	62 50	0 00	62 50	/ /	
79678	12/01/2002	110	303 RIVER RUN MANOR	345 00	345 00	0 00	345 00	/ /	
79766	12/06/2002	110	Late Fee/Rent/Inv # 79678	20 00	20 00	0 00	20 00	/ /	
80428	04/01/2003	110	303 RIVER RUN MANOR	355 00	355 00	0 00	355 00	/ /	
80520	04/07/2003	110	Late Fee/Rent/Inv # 80428	20 00	20 00	0 00	20 00	/ /	

	Orig Balance	Total Paid	Curr Balance
Activity Totals -----)	2,904.76	51 81	2,852 95

****

****
* RIVER RUN MHP *
* Statement Date 05/20/2003 *
* BOBBI JO OTIS *
* You now owe. 2,852 95 *
****

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No of Additional Sheets Presented

3 ☐ The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)

Bobbi Jo Otis & Caroline Kelley
[illegible] Manor
Barre, Vt. 05641

2 Secured Party(ies) Name(s) and Address(es)

Ran Mar Corporation
149 Partridge Rd.-Berlin
Barre, Vt. 05641

4 For Filing Officer Date Time No. Filing Office

SECRETARY OF STATE
12/15/99
1999 DEC 15 AM 10: 38
99-118930

5 This Financing Statement covers the following types (or items) of property

2000 Champion Mobile Homeserial# 007-00-802-10774 and all fixtures, substitutions, replacements, additions, and accessions thereto and all proceeds and products thereof.

☐ Products of the Collateral are also covered

6 Assignee(s) of Secured Party and Address(es)

7 ☐ The described crops are growing or to be grown on
☐ The described goods are or are to be affixed to
☐ The lumber to be cut or minerals or the like (including oil and gas) is on
(Describe Real Estate Below)

8 Describe Real Estate Here

☐ This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

No & Street	Town or City	County	Section	Block	Lot

10 This statement is filed without the debtor s signature to perfect a security interest in collateral (check appropriate box)

☐ under a security agreement signed by debtor authorizing secured party to file this statement or
☐ which is proceeds of the original collateral described above in which a security interest was perfected or
☐ acquired after a change of name identity or corporate structure of the debtor or ☐ as to which the filing has lapsed or already subject to a security interest in another jurisdiction
☐ when the collateral was brought into the state or ☐ when the debtor s location was changed to this state

TERMINATION STATEMENT This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above

Date 19

By
(Signature of Secured Party or Assignee of Record Not Valid Until Signed)

Filing Officer is requested to note file number date and hour of filing on this copy and return to the person filing as an acknowledgement

TUTTLE LAW PRINT INC RUTLAND VT 05701 212830-BN

(3) FILING OFFICER COPY ACKNOWLEDGMENT

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No of Additional Sheets Presented

3 ☐ The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)

Bobbi Jo Otis & Caroline Kelley
[illegible] River Run MANOR - BERLIN
Barre, Vt. 05641

2 Secured Party(ies) Name(s) and Address(es)

Ran-Mar CorporATION
149 Partridge Road-Berlin
Barre, Vt. 05641

4 For Filing Officer Date Time No Filing Office

Dec. 15, 1999 99-60
1:15 PM
Berlin Town Clerk's Office
Dorothy B Hartman
Clerk

5 This Financing Statement covers the following types (or items) of property

2000 Champion Mobile Home serial# 007-00-802-10774 and all fixtures, substitutions, replacements, additions, and accessions thereto and all proceeds and products thereof.

6 Assignee(s) of Secured Party and Address(es)

7 ☐ The described crops are growing or to be grown on
☐ The described goods are or are to be affixed to
☐ The lumber to be cut or minerals or the like (including oil and gas) is on (Describe Real Estate Below)

☐ Products of the Collateral are also covered

8 Describe Real Estate Here

☐ This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

No & Street | Town or City | County | Section | Block | Lot

10 This statement is filed without the debtor s signature to perfect a security interest in collateral (check appropriate box)

☐ under a security agreement signed by debtor authorizing secured party to file this statement or
☐ which is proceeds of the original collateral described above in which a security interest was perfected or
☐ acquired after a change of name identity or corporate structure of the debtor or ☐ as to which the filing has lapsed or already subject to a security interest in another jurisdiction
☐ when the collateral was brought into the state or ☐ when the debtor s location was changed to this state

TERMINATION STATEMENT This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above

Date 19

By

(Signature of Secured Party or Assignee of Record Not Valid Until Signed)

Filing Officer is requested to note file number date and hour of filing on this copy and return to the person filing as an acknowledgement

TUTTLE LAW PRINT INC RUTLAND VT 05701 212830-BN

(3) FILING OFFICER COPY-ACKNOWLEDGMENT

RAN-MAR, INC.

MOBILE HOME LOT LEASE AGREEMENT SECURITY INTEREST SECURITY AGREEMENT

This Agreement is made this 15TH day of OCTOBER, 1999

As evidenced by a Mobile Home Lot Lease Agreement of even date herewith, by and between Ran-Mar Corporation, hereinafter referred to as Secured Party and,

BOBBI JO OTIS & CAROLINE K. KELLEY
name(s)

303 RIVER RUN MANOR - BERLIN
address

BARRE VERMONT 05641,
town/city, state, zip

hereinafter referred to as Debtor, and also to secure any other indebtedness or liability of the Debtor to the Secured Party direct or indirect, absolute or contingent, due or to become due, now existing or hereinafter arising, including but not limited to all future advances or loans which may be made at the option of the Secured Party, and Debtors obligations under the above said Mobile Home Lot Lease Agreement (all hereinafter called the "obligations") Debtor hereby grants and conveys to the Secured Party a security interest in, and mortgages to the Secured Party, the property described as follows

X New ___ Used, Year 2000, Make CHAMPION, Model LIMITED,

Type SINGLEWIDE, Serial # 007-00-302-10774,

Color WHITE, Sale Order number 17247, Stock Number _____,

Located RIVER RUN MOBILE HOME PARK IN BERLIN VT.

_____, at/on Lot # 6

the property described above (hereinafter called the collateral), which collateral the Debtor represents will be used primarily

X for personal, family or household purposes,

___ in farming operations,

___ in business or other use,

all property, goods and chattels of the same classes as those above, acquired by the Debtor subsequent to the execution of this agreement and prior to its termination,

all proceeds thereof, if any,

all fixtures, increases, substitutions, replacements, additions and accessions thereto

(1) DEBTOR WARRANTS, COVENANTS AND AGREES AS FOLLOWS

Payment

(1a) To pay and perform all of the obligations secured by this agreement according to their terms

Defend Title

(1b) To defend the title to the collateral against all persons and against all claims and demands whatsoever, which collateral, except for the security interest granted hereby, is lawfully owned by the Debtor and is now free and clear of any and all liens, security interests, claims, charges, encumbrances, taxes and assessments except as may be set forth in this schedule

Secured Party	Date	File Number

Assurance of Title

(1c) On demand of the secured party to do the following, furnish further assurance of title, execute any written document or agreement or do any other acts reasonably necessary to effectuate the purposes and provision of this agreement, execute any instrument or statement required by law or otherwise in order to perfect, continue or terminate the security interest of the Secured Party in the collateral and pay all costs of filing in connection therewith

Possession

(1d) To retain possession of the collateral during the existence of this agreement and not to sell, exchange, assign, loan, deliver, lease, mortgage or otherwise dispose of same without written consent of the Secured Party

Location

(1e) To keep collateral at the location specified above or in the schedule and not remove same without prior written consent of the Secured Party

Liens

(1f) To keep the collateral free and clear of all liens, charges, encumbrances, taxes and assessments

Taxes

(1g) To pay, when due, all taxes assessments and license fees relating to the collateral

Repairs

(1h) To keep the collateral, at Debtor's own cost and expense, in good repair and condition and not to misuse, abuse, waste or allow to deteriorate except normal wear and tear and to make same available for inspection by the Secured Party at all reasonable times

Insurance

(1i) To keep the collateral insured against loss by fire (including extended coverage), theft and other hazards as the Secured Party may require and to obtain collision insurance if applicable Policies shall be in such form and amounts and with such companies as the Secured Party may designate Policies shall be obtained from responsible insurers authorized to do business in this state Certificates of insurance or policies, payable to the respective parties as their interest may appear, shall be deposited with the Secured Party who is authorized, but under no duty, to obtain insurance upon failure of the Debtor to do so Debtor shall give immediate written notice to the Secured Party and to insurers of loss or damages to the collateral and shall promptly file proof of loss with insurers Debtor hereby appoints the Secured Party the attorney for the Debtor in obtaining, adjusting and cancelling any such insurance and endorsing settlement drafts and hereby assigns to the Secured Party all sums which may become payable under such insurance, including return premiums and dividends, as additional security for the indebtedness

Change of Address

(1k) To immediately notify the Secured Party in writing of any change in or discontinuance of Debtor's address, place or places of business and/or residence

Affixed to Realty

(1l) That if the collateral has been attached to or is to be attached to real estate, a description of the real estate and the name and address of the record owner is set forth in the schedule herein, if the said collateral is attached to real estate prior to the perfection of the security interest granted hereby, Debtor will on demand of the Secured Party furnish the latter with a disclaimer or disclaimers, signed by all persons having interest in the real estate, of any interest in the collateral which is prior to Secured Party's interest

Secured Party	Date	File Number

(2) GENERAL PROVISIONS

Notes

(2a) Notes, if any, executed in connection with this agreement, are separate instruments and may be negotiated by Secured Party without releasing Debtor, the collateral, or any guarantor or co-maker Debtor consents to any extension of time of payment If there be more than one Debtor, guarantor or co-maker of this agreement or of notes secured hereby, the obligation of all shall be primary, joint and several

Non-Waiver

(2b) Waiver of or acquiescence in any default by the Debtor, or failure of the Secured Party to insist upon strict performance by the Debtor of any warranties or agreements in this security agreement, shall not constitute a waiver of any subsequent or other default or failure

Notices

(2c) Notices to either party shall be in writing and shall be delivered personally or by mail addressed to the party at the address herein set forth or otherwise designated in writing

Law Applicable

(2d) The Uniform Commercial Code shall govern the rights, duties and remedies of the parties and any provisions herein declared invalid under any law shall not invalidate any other provision of this agreement These instruments are governed by the laws of the State of Vermont

Default

(2e) The following shall constitute a default by Debtor

Nonpayment Failure to pay any principal or any installment of principal or of interest on the indebtedness or any notes or obligations including basic rent, late fees, service charges or any added rent under the above said Mobile Home Lot Lease Agreement when due

Violation Failure by Debtor to comply with or perform any provision of this agreement or any other agreement between the parties

Misrepresentation False or misleading representations or warranties made or given by Debtor in connection with this agreement

Levy Subjection of the collateral to levy of execution or other judicial process

Insolvency. Commencement of any bankruptcy or insolvency proceeding by or against the Debtor or of any guarantor of or surety for the Debtor's obligations

Death Death of the Debtor or of any Guarantor of or surety for the Debtor's obligations

Impairment of Security Any reductions in the value of the collateral or any act of the Debtor which imperils the prospect of full performance or satisfaction of the Debtor's obligations herein

Remedies on Default

(2f) Upon any default of the Debtor and at the option of the Secured Party, the obligations secured by this agreement shall immediately become due and payable in full without notice or demand and the Secured Party shall have all the rights, remedies and privileges with respect to repossession, retention and sale of the collateral and disposition of the proceeds as are accorded to a Secured Party by the applicable sections of the Uniform Commercial Code respecting "Default", in effect as of the date of this Security Agreement

Attorneys' Fees Etc Upon any default, the Secured Party's reasonable attorneys' fees and the legal and other expenses for pursuing, searching for, receiving, taking, keeping, storing, repairing, advertising, and selling the collateral shall be chargeable to the Debtor

Deficiency The Debtor shall remain liable for any deficiency resulting from a sale of the collateral and shall pay any such deficiency forthwith on demand

Monies Advanced If the Debtor shall default in the performance of any of the provisions of this agreement on the Debtor's part to be performed, Secured Party may perform same for the Debtor's account and any monies expended in so doing shall be chargeable with interest to the Debtor and added to the indebtedness secured hereby

Seizure

In conjunction with, addition to or substitution for those rights, Secured Party, at his discretion, may enter upon Debtor's premises peaceably by Secured Party's own means or with legal process and take possession of the collateral, or render it unusable, or dispose of the collateral on the Debtor's premises and the Debtor agrees not to resist or interfere

Assembling Collateral

In conjunction with, addition to or substitution for those rights, Secured Party, at its discretion, may require Debtor to assemble the collateral and make it available to the Secured Party at a place to be designated by the Secured Party, reasonably convenient to both parties (Debtor agrees that the Secured Party's address as set forth is a place reasonably convenient for such assembling)

Notice of Sale

In conjunction with, addition to or substitution for those rights, Secured Party, at his discretion, may unless the collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made The requirements of reasonable notice will be met if such notice is mailed, postage prepaid, to the address of the Debtor shown above, at least three days before the time of sale or disposition

Assignment

(2g) Secured Party may assign this agreement and if assigned the assignee shall be entitled, upon notifying the Debtor, to performance of all of Debtor's obligations and agreements hereunder and the assignee shall be entitled to all of the rights and remedies of the Secured Party hereunder Debtor will assert no claims or defenses Debtor may have against the Secured Party against the assignee

Financing Statement

(2h) The Secured Party is hereby authorized to file all Uniform Commercial Code Financing Statements and other documents Secured Party deems necessary to perfect or continue its security interest in the collateral

Captions

(2i) The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this agreement nor the intent of any provisions thereof

The terms, warranties and agreements herein contained shall bind and inure to the benefit of the respective parties hereto, and their respective heirs, legal representatives, successors and assigns

The gender and number used in this agreement are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural

IN WITNESS WHEREOF , the Parties have respectively signed and ealed these presents the day and year first above written

DEBTOR

Witness _____

Witness _____

BOBBI JO OTIS
Print Name

By _____
Signature

DEBTOR

Witness _____

Witness _____

CAROLINE KELLEY
Print Name

By _____
Signature

Witness _____

Witness _____

SECURED PARTY
RAN-MAR CORPORATION

By _____
Signature

Waiver by Landlord and/or Others

The undersigned, being the owner, mortgagee, landlord and/or lessor of the Debtor's premises, and knowing that the Secured Party relies hereon, does hereby waive, relinquish and release to the Secured Party or any holder of the security agreement all right of levy or distraint for rent and all other claims and demands of every kind which the undersigned has or may have against the collateral, this waiver to continue until termination of the security agreement

WITNESS the hand and seal of the undersigned this _____ day of _____ , 19____

_____

_____

Guarantee

The undersigned guarantees prompt and full performance and payment according to the tenor or the within agreement, to the holder hereof, and, in the event of default, authorizes any holder hereof to proceed against the undersigned, for the full amount due including reasonable attorneys' fees and hereby waives presentment, demand, protest, notice of protest, notice of dishonor and any and all other notices or demand of whatever character to which the undersigned might otherwise be entitled The undersigned further consents to any extension granted by any holder and waives notice thereof If more than one guarantor, obligation of each shall be joint and several

WITNESS the hand and seal of the undersigned this _____ day of _____ , 19____

_____
(print name)

_____(L S)

_____
(print name)

_____(L S)

RAN-MAR CORPORATION
2 PARTRIDGE ROAD
BARRE, VERMONT 05641
802-223-9571

LEASE AGREEMENT
MOBILE HOME LOT

DESCRIPTION AND LIMITATIONS

(1) RAN-MAR CORPORATION, hereinafter referred to as Owner (throughout this lease agreement, the term Owner shall include by implication, agents, or employees of the Owner, acting in behalf of the Owner), hereto, hereby, leases to,

name & address label	BOBBI J. CTIS & CAROLINE K KELLEY name(s) 303 RIVER RUN MANOR - BERLIN address BARRE VT. 05641, town/city, state, zip

if more than one jointly and severally, hereinafter referred to as Tenant, a certain mobile home lot "AS-IS", hereinafter referred to as Lot, in the,

RIVER RUN MOBILE HOME PARK,
(name of park)

hereinafter referred to as Mobile Home Park, located in,

BERLIN,
(town or city)

County of WASHINGTON State of Vermont subject to the terms and conditions of this lease agreement, hereinafter referred to as Lease

IN CONSIDERATION of the mutual covenants and agreements herein contained, and other valuable consideration, the parties hereto, hereby, agree as follows

(a) This Lease refers to Lot number 6, located in the above said Mobile Home Park

(b) This Lease shall become effective on the 1ST day of NOVEMBER, 1999, and shall continue in force and effect, subject to the terms and conditions herein contained

(c) Tenant's Mobile Home shall be regularly occupied by no more than one (1) person per ONE HUNDRED AND SIXTY (160) square feet of living space except, in those cases of extreme emergency, with the prior written permission of the Owner Temporary occupancy by

additional persons, upon prior requests to Owner, will be allowed only so long as it does not adversely effect any other tenants or the management of the park and does not exceed two (2) weeks in duration

(d) The Owner reserves the right to terminate a Lease, or to prohibit subleasing, or to refuse to accept a new tenant, consistent with the provisions of the terms of this Lease, if, it reasonably appears that the number of individuals occupying, inhabiting, or otherwise sharing, or planning on sharing, occupying, or inhabiting a mobile home, creates, or will create, a violation or conflict of the terms of this Lease, or a danger to the health, welfare, and safety of the Mobile Home Park residents

SECURITY AGREEMENT & DEPOSIT

(2) As security for the full and faithful performance by Tenant for Tenant's obligations of the terms herein, Tenant shall

(a) Upon signing this Lease, execute a Security Agreement which grants Owner a security interest in Tenant's Mobile Home

(b) Upon signing this Lease, pay, in U S DOLLARS, to the Owner, the sum

of, THREE HUNDRED TWENTY DOLLARS ($320 00) as security for the full and faithful performance by Tenant, of the terms hereof, which sum shall be refundable to the Tenant at the termination of this Lease, provided that the Tenant surrenders the Lot to the Owner in as good a state and condition as it was at the commencement of the Term, reasonable use and wear thereof, and damage by the elements excepted, and, provided that the Tenant has not caused any damage to the Lot, or Mobile Home Park, or any part thereof, and, further provided that the Tenant has complied fully with the terms of the Lease, up to, and including the date of termination The Owner shall return said security deposit along with a written statement itemizing any deductions, without interest, to the Tenant, within fourteen (14) days from the date on which Tenant removes the Mobile Home along with all trash, skirting, blocking, fuel tanks and any other personal property of Tenant's from the Mobile Home Park and terminates the Lease for the Lot on which the Mobile home was located, or delivers to the Owner an executed Bill of Sale transferring ownership of the Mobile Home which is to remain in the Mobile Home Park for an individual who has entered into a Lease for the Lot with the Mobile Home Park Owner, or has been removed from the park together with the Mobile Home pursuant to a Writ of Possession If Owner sells or transfers the Mobile Home Park, Owner may give the security to the buyer, or transferer In such an event, Tenant will look only to said buyer or transferer for the return of the security Security deposits shall not be used for last months rent

RENTAL CHARGES

(3) The basic rent for the use of the Lot as of the effective date shall be,

THREE HUNDRED TWENTY DOLLARS ($320 00) per month and shall be payable, in U S DOLLARS, in advance, or or before the first (1st) day of each month Owner need not give notice to pay the basic rent The basic rent must be paid when due, in full Tenant may be required to pay other charges to Owner under the terms of this Lease, they are to be called added rent This added rent is payable as rent, together with the next monthly rent due If Tenant fails to pay the added rent on time, Owner shall have the same rights against Tenart as if it were a failure to pay rent There will be a twenty dollar ($20 00) late fee due as added rent for rent which is received after the fifth (5th) day of each month, and a twenty ($20 00) service charge due as added rent for returned checks for an reason

In addition to the basic rent, there shall be the following additional monthly charges for utilities and reasonable incidental services, which shall be paid with the basic rent If Tenant fails to pay the additional monthly charges on time Owner shall have the same rights against Tenant as if it were a failure to pay rent

(specify service and amount, if none, so state)

(a) _____

(b) _____

(c _____

(d) _____

(4) The Tenant shall pay the basic rent, any late fees or service charges incurred, or any added rent, together with any additional monthly charges to the Owner, at either the Owner's office, or mail to Pan-Mar, Inc , P O Box 853, Barre, Vermont 05641, or to such other place that Owner may designate

TERM AND CHANGES IN LEASE

(5) This Lease is for an unspecified term, hereinafter referred to as Term, and shall continue in force and effect from month to month until such time as it is terminated in any of the ways or events set forth in this section or the section entitled "Eviction" occur

(a) This Lease or any portion thereof may be terminated at any time by mutual consent of the parties, which consent must be in writing and signed by all parties

(b) The Tenant may terminate this Lease by giving the Owner notice in writing one (1) rental period in advance of the Tenant's intention to terminate the Lease and remove Tenant's Mobile

Home and personal property from the Lot If the Mobile Home or any of the Tenant's personal property is situated on the Lot on the day when rent is first due, Lot rent shall be due in full for that entire rental period Under no circumstances will the rent be prorated

(c) The Owner may terminate this Lease if there is going to be a change in the use of the leased Lot, or parts of it, or a termination of the Mobile Home Park In such a case, the Owner shall give Tenant such notice as is required by law

(6) Upon the notification by the Tenant of the Tenant's intention to terminate this Lease, the Owner, or the Owner's agent, shall have the privilege of displaying "For Rent" signs on the Lot, and show the property to prospective purchasers The Tenant may at any time post a 'For Sale" sign on the Tenants Mobile Home However, it is the Terants responsibility to insure that any sign is in conformity with all applicable laws

(7) The Owner may change any portion of this Lease, or any term of this Lease, other than the basic rent, and any additional monthly charges for utilities, etc , by delivering a written copy of any change to the Tenant at least thirty (30) days before such change is to take effect

(8) The Owner has established a uniform rent schedule which affects all lots in the Mobile Home Park simultaneously, and may change the basic rent and any additional monthly charges, on January 1st of each year, or as otherwise provided by law Furthermore, the initial Lease for a new Tenant may include the anticipated increase in the basic rent, and any additional monthly charges, at the time it occurs for the other Lots Any change in the basic rent, or additional monthly charges shall be by written notice to the Tenant at least sixty (60) days prior to the date on which said changes are to take effect

(9) At the termination of this Lease, the Tenant will quit and surrender said Lot in as good a state of condition as it was at the commencement of the Term, reasonable use and wear thereof and damage by the elements excepted, with all trash removed

BANKRUPTCY

(10) If Tenant assigns property for the benefit of creditors, or Tenant files a voluntary petition, or an involuntary petition is filed against Tenant, under any bankruptcy or insolvency law, or a trustee or receiver of Tenant, or Tenant's property is appointed, Owner may give Tenant sixty (60) days notice of cancellation of the Term of this Lease If any of the above is not fully dismissed within sixty (60) days, the Term shall end as of the date stated in the notice Tenant must continue to pay rent, damages, losses, and expenses, without offset

GOODS AND SERVICES

(12) The Tenant may purchase goods and services to be used in and around the Tenant's Mobile Home from vendors of the Tenant's

choice, provided that the vendors observe all rules of the Owner contained in this Lease The Owner may set standards for materials to be used, or service to be performed by vendors, where such standards are necessary to protect the health, safety, or welfare of the Tenant, or other residents of the Mobile Home Park However, nothing contained in this Lease, shall prohibit the Tenant from contracting with the Owner for the sale or supply of any goods and service

SALE OF A MOBILE HOME

(13) The Tenant may sell Tenant's Mobile Home located in the Mobile Home Park If said Mobile Home is to remain in the Mobile Home Park, it may be sold or transferred only in accordance with the following procedures

(a) Thirty (30) days prior to any sale, the Tenant shall notify the Owner, by certified or registered mail, of the name and the address of the person to whom Tenant intends to sell Tenant's Mobile Home No mobile home narrower than twelve feet in width (12'W) may be sold or sublet, and be allowed to remain in the Mobile Home Park

(b) The prospective purchaser must agree to sign the current Lease Agreement that is then in force and effect The prospective purchaser shall be interviewed and required to fill out an application by the Owner, for purposes of verifying references, credit worthiness, etc Tenant's willingness to sell a Mobile Home to a prospective purchaser, does not guarantee the purchaser the right to move into the Mobile Home and continue the existing tenancy, unless said prospective purchaser qualifies under existing terms of the Mobile Home Park

(c) The prospective purchaser will not be allowed to move into a mobile home being sold by a Tenant until such time as arrangements have been made to render current all existing rental charges of the Owner against the existing Tenant, and that the prospective purchaser has executed the current Lease agreement

SUBLETTING

(14) The Tenant shall not sublet Tenant's Mobile Home without the prior express written permission of the Mobile Home Park Owner, which permission shall not unreasonably be withheld so long as the prospective sublessee agrees to submit to an interview with the Mobile Home Park Owner, furnish any credit and/or previous landlord references which the Mobile Home Park Owner may desire, and sign and abide by the terms and conditions of the current Lease Agreement Further, the sublessee shall agree to pay any Lot rental charges directly to the Mobile Home Park Owner, and throughout the term of any sublease, the Tenant shall remain fully liable for the performance of this Lease Agreement No Mobile Home narrower than twelve feet in width (12'W) may be sold or sublet, and be allowed to remain in the Mobile Home Park

EVICTION

(15) A Tenant may be evicted from the Mobile Home Park only for nonpayment of rent, a substantial violation of the terms of this Lease, a substantial violation of the rules and regulations of the Mobile Home Park as contained in this Lease, if there is a change in the use of the leased Lot, or parts thereof, a termination of the Mobile Home Park, or as otherwise provided by law Said eviction may take place only in accordance with the following procedures

(a) A Tenant may be evicted only in accordance with the law, and not by force, or any other self-help measure

(b) Prior to the commencement of any eviction proceeding, the Owner shall notify the Tenant, by certified mail, for the grounds of an eviction proceeding, or that an eviction proceeding may be commenced if the Tenant does not pay overdue rent within twenty (20) days of the date of mailing of said notice Acceptance of any partial payment of rent, shall not constitute a waiver of the Owner's remedies for nonpayment of rent

(c) A substantial violation of the Lease terms, or an additional nonpayment of rent occurring within six (6) months of giving of the last notice for nonpayment of rent, may result in immediate eviction proceedings

(d) Except for eviction for nonpaymert of rent, an eviction proceeding for a substantial violation of the terms of this Lease may only be brought within sixty (60) days of the last alleged violation

DISCRIMINATION

(16) The Owner shall comply with the "Vermont Fair Housing and Public Accommodations Act" and shall not discriminate against any Tenant for reasons of, race, religion, color sex, marital status, handicap, national origin, because a person is a public assistance recipient, because of intent to occupy with minor children, or age, except as provided by law

TAXES

(17) The Owner agrees to pay all real estate taxes assessed on the Lot itself during the period of this Lease, however, the Tenant agrees to pay all taxes assessed on Tenant's Mobile Home, personal property, and on any improvements made by Tenant

INSURANCE, LIABILITY

(18) Tenant shall be solely responsible for insuring against loss or damage by theft, fire, flood, or other calamity, and all personal property of Tenant, including Tenant's Mobile Home Tenant agrees to protect and save Owner harmless from any claims for injury to property or person resulting from accident, or other happening on the leased Lot or within the Mobile Home Park, including any costs

and/or attorney's fees incurred by Owner in connection with same Owner is not liable for loss, expense, or damage, to any person or property, unless it is due to Owner's negligence

OWNER'S ACCESS TO LOT

(19) The Owner has the right to have access to the Lot which is the subject of this Lease The Tenant, and every resident of the Mobile Home situated on the Lot, hereby agrees to permit such access as outlined below

(a) The Owner may enter the Lot with the Tenant's consent, which shall not be unreasonably withheld

(b) The Owner may enter the Lot between the hours of 7 00 a m and 7 00 p m on no less than twelve (12) hours' notice to inspect the premises, to make necessary and agreed repairs, alterations or improvements to supply agreed services, to exhibit the Lot to prospective or actual purchasers mortgagees tenants, workers, or contractors

(c) The Owner may enter the Lot without notice or permission, if, in the course of performing repairs in the Mobile Home Park, the Owner discovers that it is necessary to enter a Lot to complete the repairs, provided that the Owner could not reasonably have foreseen the necessity to enter the Lot at the time the repairs were commenced The Owner shall attempt to obtain permission from the Tenant before entering the Lot, at a minimum, by attempting to contact the Tenant at any telephone number the Owner has for the Tenant

(d) The Owner may enter the Lot or the Mobile Home without notice or permission when the Owner reasonably believes that there is a likelihood of imminent injury to any person, damage to property or interruption of utility services

ABANDONMENT

(20) The abandonment of the Lot, or Tenant's Mobile Home, shall be deemed to be a substantial violation of the terms of this Lease Agreement and may result in immediate eviction proceedings Tenant shall be liable to Owner for any damages, including, but not limited to, transportation costs, storage costs, repairs, broker's fees attorney's fees, advertising, preparation for renting loss of rent, any added rent and additional monthly charges sustained by Owner Tenant shall be deemed to have abandoned the Lot and/or Tenant's Mobile Home if all of the following conditions exist

(a) A reasonable person would believe that the Mobile Home is not occupied as a residence,

(b) the rent for the Lot is at least thirty (30) days delinquent,

(c) the Owner has attempted to contact the Tenant at the Tenant's Mobile Home last known place of employment and last known mailing address without success

(21) DELETED AND INTENTIONALLY LEFT BLANK

RESPONSIBILITIES OF OWNER

(22) The Owner shall enforce all the terms of this Lease Agreement uniformly as to all tenants The Owner shall permit Tenant the quite enjoyment of the leased Lot The Owner shall provide Tenant with cold water, sewer and electrical connections

(23) DELETED AND INTENTIONALLY LEFT BLANK

RESPONSIBILITIES OF TENANT

(24) The Tenant shall be responsible for the maintenance of Tenant's driveway, including snow removal, and the mowing of Tenant's lawn

(25) The Tenant shall be responsible for the installation and maintenance of all utilities, electrical service, telephone service, and cable TV, which the Tenant desires The Tenant shall be responsible for the payment of all utilities, telephone, and cable TV charges

(26) As Owner provides cold water for domestic use, the Tenant shall maintain its Mobile Home water system and the Owner's water supply pipe in accord with the following

(a) As heretofore stated, Tenant shall maintain its Mobile Home water system and fixtures in good working order and repair at all times Tenant shall not cause or permit water to be wasted by leaking or dripping faucets, continuously running toilets, or other unnecessary usage Owner shall have the right upon reasonable notice to Tenart to inspect the Tenant's Mobile Home for violations Should Tenant fail to cure any violation within forty eight (48) hours of actual notice from Owner to Tenant of said violation then Owner shall have the right to collect from Tenant as added rent all damages or expenses incurred by Owner in connection with or arising from excess water usage, including any associated sewer expenses, and to shut off Tenants water supply until remedies have been satisfactorily completed

(b) Tenant shall be responsible for insulating, and for wrapping with a heating tape, Tenant's and Owner s water supply pipe In order to avoid damage to plastic piping, "FROSTEX" brand heating tape is the only approved heating tape to be used in the Mobile Home Park The Owner's water supply pipe shall be wrapped with heating tape and insulated to a minimum depth of two (2) feet underground In the event of a failed or improperly installed heating tape, the Tenant shall be liable for any damages and repairs caused by freezing of said water pipe(s) THE CONTINUOUS RUNNING OF WATER BY TENANT, FOR THE PREVENTION OF FROZEN WATER PIPES SHALL BE CONSIDERED UNNECESSARY USAGE AND SHALL NOT BE PERMITTED AT ANY TIME AND SHALL BE CONSIDERED A SUBSTANTIAL VIOLATION OF THE TERMS OF THIS LEASE A VIOLATION OF THIS TERM SHALL BE GROUNDS FOR TERMINATION OF THIS LEASE, AND COMMENCEMENT OF EVICTION PROCEEDINGS

(27) Tenant shall be responsible for all electrical connections including wire, from the Owner's breaker box or disconnect to the Tenant's Mobile Home Said connections shall be installed and inspected by a Master Electrician licensed in the State of Vermont, and shall meet all State and Local codes

(28) The Tenant shall be responsible for any damage or injury to the Lot or the Mobile Home Park, caused by negligence, or a wrongful act, or omission, of the Tenant, a member of his/her family, or person or persons on the Lot or within the Mobile Home Park with Tenant's consent The Tenant's responsibility shall extend to such damage or injury as may be caused in connection with the moving in or out of the Lot, and/or Mobile Home Park The Tenant shall hold the Owner harmless and indemnify the Owner, for all injury to persons or property, or for damages and costs, including reasonable attorney's fees caused by Tenant's intentional or negligent acts or omissions of those under Tenant's custody or control, including lawful invitees

(29) The Tenant shall be responsible for the conduct in the Mobile Home Park of the Tenant, Tenant's family, agents, guests, or any other person in the Mobile Home Park, with the permission, under the direction, or for the benefit of the Tenant Said individuals shall not engage in any conduct which adversely affects any other park resident, or the operation of the Mobile Home Park Tenant will be required to respect the privacy and lot lines of other tenants lots Loud noise, music, etc whether mechanically or naturally produced, is to be kept at a level where it does not interfere with the quiet peace and enjoyment in other park residents mobile homes Intoxication, or violations of law which create hazards of health, or safety to other tenants of the Mobile Home Park, or which create a public, or private nuisance will not be tolerated Complaints from other tenants that there has been a violation of this section may be sufficient grounds for the Owner to commence eviction proceedings for termination of this Lease Agreement

(30) The Tenant shall comply, at Tenant's expense, with all present and future laws, orders rules, requests, and regulations of Federal, State, County and Municipal authorities, insurers, or similar groups, which affect the use or occupation of the Mobile Home

RULES AND REGULATIONS

(31) The Tenant shall abide by the following rules and regulations in connection with the use and occupancy of Tenant's Mobile Home and Lot

(32) No mobile home narrower than fourteen feet in width, by fifty feet in length (14'W x 50'L), or wider than sixteen feet in width, by eighty feet in length (16'w x 80'L), will be allowed to enter the Mobile Home Park Certain mobile home Lots may or may not be suitable for a particular size mobile home, in such an instance, it will be at the Owners discretion as to whether or not a mobile home may be placed on the Lot

(33) No mobile nome older than twenty (20) model years will be allowed to enter the Mobile Home Park Furthermore, before <u>any</u> new

or used mobile home is moved into the Mobile Home Park, it shall be subject to inspection by the Owner The Owner may refuse a mobile home entry into the Mobile Home Park based on the aesthetic effects to the Mobile Home Park in general

(34) No mobile home shall be moved in or out of the Mobile Home Park without the direct supervision of the Owner Failure to abide by this regulation may result in the home being removed from its lot position, and resituated to the Owner's satisfaction at Tenant's expense Further, because of the potential damage to the Mobile Home Park facilities, including streets and roads, mobile homes shall not be moved in or out of the Mobile Home Park from March 1st through April 15th of any year, without the Owners prior written consent

(35) Any damage to lawns, shrubbery, roads, etc , caused by the moving of a mobile home in, or out, of the Mobile Home Park, that is not immediately repaired by the Tenant, or his agents, will be repaired by the Owner, and the cost of said repairs, shall be due the Owner At the option of the Owner, the cost of said repairs, shall be either, deducted from the security deposit, or be deemed as added rent and added to the next months rent

(36) Any and all complaints regarding the Mobile Home Park, or other park residents in the Mobile Home Park, shall be in writing and signed by the Tenant making the complaint Said complaint shall contain the time, date, names of individuals involved, and a brief description of the occurrence giving rise to the complaint, and shall be mailed or delivered directly to the Owner

(37) The Tenant shall use the leased Lot and maintain Tenant's Mobile Home in a good husbandlike manner, keeping the Lot neat, clean in good order and repair, and in such a manner as not to be detrimental to any other park resident, or to the operation of the Mobile Home Park for, health, safety, or aesthetic reasons

(38) Tenant's guests, and other visitors, whether adult or children, are not allowed to trespass across other Lots, or in vacant areas of the Mobile Home Park The designated streets shall be used rather than cutting across the lawns or Lots of other park residents, or other areas under the control of the Owner

(39) Mobile homes shall be used for private-residential use only No business activities, including baby-sitting or laundry service for others, will be allowed within the Mobile Home Park

(40) The Tenant shall not construct, erect, or place upon the leased Lot, or to the Mobile Home, any type of building, carport, porch, deck, masonry, fence or awnings, etc , nor shall the Tenant make any modifications, alterations, additions, deletions, or other changes, etc , whether of a structural, or nonstructural nature, to the Lot, without the express written consent of Owner Any such modifications, alterations, etc , which have been approved by the Owner, shall be made at the Tenant's sole cost and experse Any said modifications, alterations, etc , which are of a permanent nature to the Lot itself, shall at the option of the Owner become the sole property of the Owner at the termination of this Lease Tenants will

be allowed one (1), tool/utility building that is not to exceed eight feet in width, by ten feet in length, by eight feet in height (8'W x 10'L x 8'H), and one (1) deck to be located on the main entrance to the Mobile Home that is not to exceed ten feet in width, by twelve feet in length (10'W x 12'L) and that is constructed of a design, and of materials, pre-approved by the Owner, in writing, prior to its construction

(41) The Tenant may arrange the leased Lot in an attractive manner to suit the Tenant, insofar as the lawn, flowers, or shrubs are concerned

(42) Tenant must keep the Lot clean, grass cut, trimmed and weeded, and the Tenant shall not allow trash, or other objects to accumulate, or be stored on the patio or under the Mobile Home Failure to comply with this regulation will result in the Owner performing the tasks in question, including removal of the trash, etc., and charging the Tenant a reasonable charge therefor which will be deemed as added rent and be due with the next months rent In addition, the Tenant shall not allow any matter to be placed upon the Lot which would damage the sod, lawn, or landscaping Neither tents nor swimming pools are allowed to be erected at any time within the Mobile Home Park, without the Owner's prior written consent

(43) There shall be no plowing, digging, excavating, rototilling, or other disturbance, or modification of the topographical contours of the Lot area, or any common area, without the Owner's prior written consent

(44) No trees are to be planted, cut, or trimmed, without the Owner's prior written consent

(45) The Tenant's Mobile Home must be skirted with materials approved by the Owner, and in color tone with the Mobile Home, within thirty (30) days after arrival at the Mobile Home Park, weather conditions permitting Materials of a vinyl substance are the only approved skirting materials to be used on any new installation or complete replacement The finished skirt must be kept neat appearing, and not be a detriment to the aesthetic appearance of the Mobile Home Park in general The area under the Mobile Home may not be used as a storage area until skirting is installed

(46) No pets or animals shall be permitted within the Mobile Home Park, with the sole exception of small birds, fish, and one (1) cat per household Under no circumstances shall dogs, of any kind, whether confined within the Mobile Home or not, be allowed in the Mobile Home Park If a pet becomes a nuisance, or dangerous to other tenants, it must be permanently removed from the Mobile Home Park upon thirty (30) days notice in writing, from the Owner

(47) Maximum vehicular speed within the Mobile Home Park is five (5) miles per hour Speeding or reckless operation of vehicles, including noisy or reckless starts or takeoffs, will not be permitted Motorcycles will be prohibited on an individual basis if they are noisy and are otherwise causing a nuisance within the Mobile

Home Park Racing of automobile, or other combustion engines is likewise not allowed in the Mobile Home Park

(48) The Tenant may park only two (2) currently registered motor vehicles within the Mobile Home Park area Tenant's vehicles shall be parked in driveways only, not on any grassy area or lawns Unregistered, inoperative, or disabled vehicles will not be permitted anywhere in the Mobile Home Park Damage to lawns or other property, caused by violation of this regulation, may result in the Owner effecting repairs, and the cost of same will be charged to the Tenant, and shall be deemed as added rent, and be paid with the next month's rent No repairing overhauling, or washing of vehicles for others, will be permitted in the Mobile Home Park TO FACILITATE SNOW PLOWING, ALL VEHICLES MUST BE OFF THE STREET BETWEEN THE FIRST (1ST) OF NOVEMBER, AND THE FIFTEENTH (15TH) OF APRIL OF EACH YEAR Any unregistered, inoperative, disabled, or unauthorized vehicles, will be towed and stored at Tenant's expense Trucks over one (1) ton are not permitted within the Mobile Home Park area without the prior express written permission from the Owner

(49) The only vehicles allowed to be parked along the street or driveways are vehicles used for transportation on a regular basis Recreational vehicles campers, camping trailers, trailers, boats or other such related equipment, which are used on other than a daily basis shall not be kept upon the Lot Said vehicles shall be stored on other than Mobile Home Park property

(50) No snowmobiles or motorized vehicles, other than automobiles, may be operated in the Mobile Home Park, except for the sole purpose of leaving or entering the Mobile Home Park area

(51) Bicycles shall be operated in the Mobile Home Park area in a careful and prudent manner

(52) No hunting or shooting of firearms or other weapons is allowed in the Mobile Home Park

(53) The Tenant shall keep all garbage and trash in sealed plastic trash bags, which must be placed inside of plastic or metal trash cans, with a locking top No burning or dumping of same is allowed on Mobile Home Park property Tenant shall not allow trash, or other incapacitated items or refuse, to accumulate on the Lot

(54) All clothes reels must be set back of the Mobile Home

(55) No outside CB, television, short-wave radio, microwave dish or similar antenna, is to be erected in the Mobile Home Park Cable TV is available through the local cable network

(56) Because of health and safety reasons, and the aesthetic problems created by the use of woodburning stoves and other woodburning appliances, within and around mobile homes within the Mobile Home Park area, no Mobile Home in the Mobile Home Park will be allowed to operate a woodburning fireplace, stove, or other appliance

(57) Tenants may not have heating oil storage barrels in the Mobile Home Park Tenant may have one (1), regular standard two hundred and seventy five (275) gallon vertical heating oil storage tank, or no more than two (2), one hundred (100) gallon propane or natural gas tanks Submarine style propane or natural gas tanks are expressly prohibited within the Mobile Home Park Heating oil, propane/natural gas tanks, and cooking gas tanks, must be properly leveled and screened, and placed at the rear of the Mobile Home If the preferred location is not possible, then the Owner shall be contacted for permission for an alternate location In the event the Owner is not contacted, and requires them to be moved, it shall be at the Tenant's expense

(58) During the Term of this Lease, the Tenant shall not commit or suffer any waste within the Mobile home Park All water hoses shall be equipped with a nozzle which can be shut off

(59) Sanitary napkins or tampons, disposable diapers, coffee grounds, grease, or any other item waste product, or refuse of which the Tenant's home plumbing is not designed, and the disposal of which adversely affects the waste disposal system of the Mobile Home Park, shall not be deposited in said system Any damage to the sewage or septic system caused by any of the above, will be repaired by Owner, at Tenant's expense, and be deemed as added rent, and be due with the next months rent

FAILURE TO GIVE POSSESSION

(60) If the Owner is unable to give possession of the Lot on the date of the commencement of the Term, because the prior tenant refuses to give up possession, or for any other reason, Owner shall not be liable for failure to deliver possession on said date, but the rent payable hereunder shall be abated until Owner tenders possession to Tenant

(61) DELETED AND INTENTIONALLY LEFT BLANK

LOT DAMAGED OR DESTROYED

(62) If the Lot is damaged or destroyed so that the enjoyment of the Lot is subsequently impaired, the rent shall be proportionately paid up to the time of the casualty, and thenceforth shall cease until the date when the Lot has been repaired or restored by Owner provided, however, that in the event of such substantial impairment, Owner, or Tenant, shall have the right to terminate the Term of the Lease by giving notice to the other of Tenant's exercise of such right at any time within thirty (30) days after the occurrence of such damages or destruction If the notice is given, the Term of the Lease shall terminate on the date specified in the notice, (which shall be not more than fifteen (15) days after the giving of such notice), as fully and completely as if such date were the date set forth in the Lease for the termination of the Lease and Tenant must immediately vacate the Lot If neither party has given notice of termination as herein provided, Owner shall proceed to repair the Lot, and the Lease shall not terminate If the Lot shall be partially damaged, or partially destroyed, without substantial impairment of Tenant's

enjoyment of Lot, the damages shall be repaired by, and at the expenses of Owner, and the rent, until such repairs are made, shall be apportioned according to the part of the Lot which is usable by Tenant Owner shall not be liable for any inconvenience, or annoyance to Tenant, resulting in any way from such damage, or the repair thereof If the Lot is partially damaged, or partially destroyed as a result of the wrongful or negligent act of Tenant, a member of Tenant's family, or other person on the Lot with Tenant's consent, there shall be no apportionment or abatement of rent

LEGAL FEES

(63) If Tenant shall default in the performance of any provision of the Lease on Tenant's part to be performed, or if Owner is required to take any action to enforce the Lease or to defend the validity of or interpret the Lease, then the Owner shall be entitled to recover all costs and expenses incurred thereby, including court costs and reasonable attorney's fees

WAIVER OF JURY. COUNTERCLAIM, SET-OFF

(64) Owner and Tenant hereby waive trial by jury in any action, proceeding, or counterclaim brought by either party, against the other pertaining to or matters whatsoever arising out of, or in any way connected with, the Lease, or Tenant's use and occupancy of the Lot, other than an action for personal injury, or a property damage claim

NO WAIVER, ILLEGALITY

(65) The failure of Owner to take any action against the Tenant for violation of any of the terms of the Lease, shall not prevent subsequent acts of a similar nature from being a violation of the Lease No act or agreement to accept surrender of the Lot, from Tenant, shall be valid unless in writing signed by Owner

SUBORDINATION

(66) This Lease Agreement shall be and hereby is made subordinate to all existing leases, agreements, or mortgages between Owner and its lendors, and this Lease Agreement shall be subordinate to all terms, conditions, extensions, and renewals of said leases agreements and mortgages, and further, Tenant hereby agrees to, and shall subordinate Tenant's Lease Agreement to, any future leases, agreements, or mortgages, made by Owner to secure money paid by lendors to Owner

NOTICES

(67) Any bill, statement, or notice, must be in writing, and delivered or mailed to the Tenant at the Lot, or to the Owner at the Owner's address It will be considered delivered on the day mailed, or if not mailed, when left at the proper address If Tenant fails to correct a default after notice from Owner, Owner may correct it for Tenant, at Tenant's expense The sum Tenant must repay to the Owner will be deemed as added rent and will be due and payable with the next month's rent

PARAGRAPH HEADINGS

(68) The paragraph headings are for convenience only

ACCEPTANCE OF LEASE AGREEMENT

(69) This Lease and the Security Agreement contain the entire agreement and understanding between the parties There are no oral understandings, terms, conditions, or agreements, and neither party has relied upon any representation, express or implied not contained in this Lease All prior understandings, terms, conditions, and agreements, are deemed merged in this Lease This Lease cannot be changed or supplemented orally If any provision of this Lease is found to be unenforceable, it shall have no effect of the enforceability of any of the remaining provisions The terms, conditions, and agreements herein contained, shall bind and insure to the benefit of the respective parties hereto, and their respective legal representatives, successors and assigns The gender and number used in this Lease are used as a reference term only and shall apply with the same effect, whether the parties are of the masculine or feminine gender, corporate, or other form, and singular shall likewise include the plural Tenant's are jointly and severally liable for all terms of this Lease and the Security Agreement including payment of rent

(70) IN WITNESS WHEREOF, the Parties have respectively signed and sealed these presents this 15TH day of OCTOBER, 99

R-N-MAR CORPORATION

BY _____
DULY AUTHORIZED AGENT

(71) I/We certify, that I/we have read this entire Lease Agreement, and received a signed copy of same, and understand and agree to all of its terms, conditions, and agreements.

X _____
TENANT

_____
TENANT

Statement

R & G Properties, Inc
149 Partridge Road-Berlin
Barre, VT 05641

Date
5/14/2003

To
DeForge II, Elmer 330 River Run Manor-Berlin Lot 33 Barre, VT 05641

Amount Due	Amount Enc
$3,259 64	

Date	Transaction	Amount	Balance
03/31/2003	INV Due 03/31/2003 Orig Amount $3 259 64 Opening balance	3,259 64	3,259 64

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0 00	0 00	3,259 64	0 00	0 00	$3,259 64

[illegible]

TENANT STATEMENT

Sp # RRUN [illegible]
330 RIVER RUN MANOR

Statement Date 05/20/2003

Account # [illegible]

Remit to
F & G PROPERTIES
149 PARTRIDGE ROAD-BERLIN
BARRE, VT 05641

ELMER DEFORGE II
330 RIVER RUN MANOR
BARRE, VT 05641

Amt now due . 3,259 64
Amt you are paying ______________.
Check # .... . ______________

---------- -----(tear off and send (or bring in) with your Payment)------------ -

Prior Activity
==============

Inv #	Date	Loc	Item Description	Item Total	Orig Bal	Total Paid	Curr Bal	Last Pmt	Last Pmt Ref
79002	09/01/2002	110	330 RIVER RUN MANOR	345 00	345 00	40 01	304 99	12/05/2002	4625CASH
79174	09/01/2002	110	ANNUAL LOT FEE	6 00	6 00	0 00	6 00	/ /	
79081	09/06/2002	110	Late Fee/Rent/Inv # 79002	20 00	20 00	0 00	20 00	/ /	
79322	10/01/2002	110	330 RIVER RUN MANOR	345 00	345 00	0 00	345 00	/ /	
79398	10/07/2002	110	Late Fee/Rent/Inv # 79322	20 00	20 00	0 00	20 00	/ /	
79410	10/16/2002	110	LAWYER FEES	200 00	200 00	0 00	200 00	/ /	
79506	11/01/2002	110	330 RIVER RUN MANOR	345 00	345 00	0 00	345 00	/ /	
79584	11/06/2002	110	Late Fee/Rent/Inv # 79506	20 00	20 00	0 00	20 00	/ /	
79594	11/11/2002	110	LAWYER FEES	373 65	373 65	0 00	373 65	/ /	
79871	01/01/2003	110	330 RIVER RUN MANOR	355 00	355 00	0.00	355 00	/ /	
79958	01/06/2003	110	Late Fee/Rent/Inv # 79871	20 00	20 00	0.00	20 00	/ /	
80156	01/30/2003	110	LAWYER FEES	125 00	125 00	0 00	125 00	/ /	
80067	02/01/2003	110	330 RIVER RUN MANOR	355 00	355 00	0 00	355 00	/ /	
80152	02/06/2003	110	Late Fee/Rent/Inv # 80067	20 00	20 00	0 00	20 00	/ /	
80259	03/01/2003	110	330 RIVER RUN MANOR	355 00	355 00	0 00	355 00	/ /	
80345	03/06/2003	110	Late Fee/Rent/Inv # 80259	20 00	20 00	0 00	20 00	/ /	
80440	04/01/2003	110	330 RIVER RUN MANOR	355 00	355 00	0 00	355 00	/ /	
80528	04/07/2003	110	Late Fee/Rent/Inv # 80440	20 00	20 00	0 00	20 00	/ /	

	Orig Balance	Total Paid	Curr Balance
Activity Totals -----)	3,299 65	40 01	3,259 64

****

****
* RIVER RUN MHP *
* Statement Date 05/20/2003 *
* ELMER DEFORGE II *
* You now owe 3,259 64 *
****

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - UCC-1

Ran-Mar, Inc

Reference No:
Date

After Recordation, please return to

Ran-Mar, Inc
149 Partridge Road-Berlin
Barre, Vermont 05641

For Filing Officer use

Vt Sec of State
6/1/00

00-126518

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

DEBTOR(S):	*SECURED PARTY:*
Elmer & Rosanne Deforge **330 River Run Manor Rd -Berlin** **Barre, Vt 05641**	**Ran-Mar, Inc** **149 Partridge Road-Berlin** **Barre, Vermont 05641**

This Financing Statement covers the following types (or items) of property

YEAR 1981 **MAKE Burlington** **MODEL 14x70 2BR**
SERIAL NUMBER M-2166-HB-6609
and all of debtor's present and hereafter acquired furniture, fixtures, appliances and appurtenances of whatever kind or nature, wherever located, together with all increases, substitutions replacements, additions, and accessions thereto, including insurance payable by reason of loss or damage to the forgoing, and all proceeds and products thereof

PROCEEDS AND PRODUCTS OF COLLATERAL ARE ALSO COVERED
No additional pages are attached

This statement is filed without the debtor's signature to perfect a security interest in collateral as indicated below

____ **under a security agreement signed by debtor authorizing secured party to file this statement, or**

____ **as to which the filing has lapsed**

Filed with
Vermont Secretary of State

Debtor(s):	Secured Party:
Elmer & Rosanne Deforge	**Ran-Mar, Inc**
By _____	By _____
By _____	

C OFFICE RANMAR UCC FINANCING STATEMENT DOC

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - UCC-1

Ran-Mar, Inc

Reference No·
Date:

After Recordation, please return to

Ran-Mar, Inc
149 Partridge Road-Berlin
Barre, Vermont 05641

For Filing Officer use

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

DEBTOR(S):	*SECURED PARTY:*
Elmer & Rosanne Deforge **330 River Run Manor Rd -Berlin** **Barre, Vt 05641**	**Ran-Mar, Inc** **149 Partridge Road-Berlin** **Barre, Vermont 05641**

This Financing Statement covers the following types (or items) of property·

YEAR 1981 **MAKE Burlington** **MODEL 14x70 2BR**
SERIAL NUMBER M-2166-HB-6609
and all of debtor's present and hereafter acquired furniture, fixtures, appliances and appurtenances of whatever kind or nature wherever located together with all increases substitutions replacements, additions and accessions thereto, including insurance payable by reason of loss or damage to the forgoing, and all proceeds and products thereof

PROCEEDS AND PRODUCTS OF COLLATERAL ARE ALSO COVERED
No additional pages are attached

This statement is filed without the debtor's signature to perfect a security interest in collateral as indicated below

_____ **under a security agreement signed by debtor authorizing secured party to file this statement, or**

_____ **as to which the filing has lapsed**

Filed with
TOWN OF BERLIN, Town Clerk

Debtor(s):	Secured Party:
Elmer & Rosanne Deforge	**Ran-Mar, Inc**
By _____	By _____
By _____	

C OFFICE RANMAR UCC FINANCING STATEMENT DOC

RAN-MAR, INC.

MOBILE HOME LOT LEASE AGREEMENT SECURITY INTEREST
SECURITY AGREEMENT

This Agreement is made this 1ST day of JUNE, 2000

As evidenced by a Mobile Home Lot Lease Agreement of even date herewith, by and between Ran-Mar Corporation, hereinafter referred to as Secured Party and,

ELMER & ROSANNE DEFORGE
name(s)

RIVER RUN MOBILE HOME PARK LOT #33
address

BARRE, VT. 05641,
town/city, state, zip

hereinafter referred to as Debtor, and also to secure any other indebtedness or liability of the Debtor to the Secured Party direct or indirect, absolute or contingent, due or to become due, now existing or hereinafter arising, including but not limited to all future advances or loans which may be made at the option of the Secured Party, and Debtors obligations under the above said Mobile Home Lot Lease Agreement (all hereinafter called the "obligations") Debtor hereby grants and conveys to the Secured Party a security interest in, and mortgages to the Secured Party, the property described as follows

___New ✓Used, Year 1981, Make BURLINGTON, Model 2 BR.,

Type SINGLE 14X70, Serial # M-2166-HB-6609,

Color GRAY, Sale Order number _____, Stock Number _____,

Located RIVER RUN MOBILE HOME PARK

_____, at/on Lot # 33

the property described above (hereinafter called the collateral), which collateral the Debtor represents will be used primarily

✓ for personal, family or household purposes,

___ in farming operations,

___ in business or other use,

all property, goods and chattels of the same classes as those above, acquired by the Debtor subsequent to the execution of this agreement and prior to its termination,

all proceeds thereof, if any,

all fixtures, increases, substitutions, replacements, additions and accessions thereto

(1) DEBTOR WARRANTS, COVENANTS AND AGREES AS FOLLOWS

Payment

(1a) To pay and perform all of the obligations secured by this agreement according to their terms

Defend Title

(1b) To defend the title to the collateral against all persons and against all claims and demands whatsoever, which collateral, except for the security interest granted hereby, is lawfully owned by the Debtor and is now free and clear of any and all liens, security interests, claims, charges, encumbrances, taxes and assessments except as may be set forth in this schedule

Secured Party	Date	File Number

Assurance of Title

(1c) On demand of the secured party to do the following, furnish further assurance of title, execute any written document or agreement or do any other acts reasonably necessary to effectuate the purposes and provision of this agreement, execute any instrument or statement required by law or otherwise in order to perfect, continue or terminate the security interest of the Secured Party in the collateral and pay all costs of filing in connection therewith

Possession

(1d) To retain possession of the collateral during the existence of this agreement and not to sell, exchange, assign, loan, deliver, lease, mortgage or otherwise dispose of same without written consent of the Secured Party

Location

(1e) To keep collateral at the location specified above or in the schedule and not remove same without prior written consent of the Secured Party

Liens

(1f) To keep the collateral free and clear of all liens, charges, encumbrances, taxes and assessments

Taxes

(1g) To pay, when due, all taxes assessments and license fees relating to the collateral

Repairs

(1h) To keep the collateral, at Debtor's own cost and expense, in good repair and condition and not to misuse, abuse, waste or allow to deteriorate except normal wear and tear and to make same available for inspection by the Secured Party at all reasonable times

Insurance

(1i) To keep the collateral insured against loss by fire (including extended coverage), theft and other hazards as the Secured Party may require and to obtain collision insurance if applicable Policies shall be in such form and amounts and with such companies as the Secured Party may designate Policies shall be obtained from responsible insurers authorized to do business in this state Certificates of insurance or policies, payable to the respective parties as their interest may appear, shall be deposited with the Secured Party who is authorized, but under no duty, to obtain insurance upon failure of the Debtor to do so Debtor shall give immediate written notice to the Secured Party and to insurers of loss or damages to the collateral and shall promptly file proof of loss with insurers Debtor hereby appoints the Secured Party the attorney for the Debtor in obtaining, adjusting and cancelling any such insurance and endorsing settlement drafts and hereby assigns to the Secured Party all sums which may become payable under such insurance, including return premiums and dividends, as additional security for the indebtedness

Change of Address

(1k) To immediately notify the Secured Party in writing of any change in or discontinuance of Debtor's address, place or places of business and/or residence

Affixed to Realty

(1l) That if the collateral has been attached to or is to be attached to real estate, a description of the real estate and the name and address of the record owner is set forth in the schedule herein, if the said collateral is attached to real estate prior to the perfection of the security interest granted hereby, Debtor will on demand of the Secured Party furnish the latter with a disclaimer or disclaimers, signed by all persons having interest in the real estate, of any interest in the collateral which is prior to Secured Party's interest

Secured Party	Date	File Number

SD RD

(2) GENERAL PROVISIONS

Notes

(2a) Notes, if any, executed in connection with this agreement, are separate instruments and may be negotiated by Secured Party without releasing Debtor, the collateral, or any guarantor or co-maker Debtor consents to any extension of time of payment If there be more than one Debtor, guarantor or co-maker of this agreement or of notes secured hereby, the obligation of all shall be primary, joint and several

Non-Waiver

(2b) Waiver of or acquiescence in any default by the Debtor, or failure of the Secured Party to insist upon strict performance by the Debtor of any warranties or agreements in this security agreement, shall not constitute a waiver of any subsequent or other default or failure

Notices

(2c) Notices to either party shall be in writing and shall be delivered personally or by mail addressed to the party at the address herein set forth or otherwise designated in writing

Law Applicable

(2d) The Uniform Commercial Code shall govern the rights, duties and remedies of the parties and any provisions herein declared invalid under any law shall not invalidate any other provision of this agreement These instruments are governed by the laws of the State of Vermont

Default

(2e) The following shall constitute a default by Debtor

Nonpayment Failure to pay any principal or any installment of principal or of interest on the indebtedness or any notes or obligations including basic rent, late fees, service charges or any added rent under the above said Mobile Home Lot Lease Agreement when due

Violation Failure by Debtor to comply with or perform any provision of this agreement or any other agreement between the parties

Misrepresentation False or misleading representations or warranties made or given by Debtor in connection with this agreement

Levy Subjection of the collateral to levy of execution or other judicial process

ED RD

Insolvency: Commencement of any bankruptcy or insolvency proceeding by or against the Debtor or of any guarantor of or surety for the Debtor's obligations

Death. Death of the Debtor or of any Guarantor of or surety for the Debtor's obligations

Impairment of Security Any reductions in the value of the collateral or any act of the Debtor which imperils the prospect of full performance or satisfaction of the Debtor's obligations herein

Remedies on Default

(2f) Upon any default of the Debtor and at the option of the Secured Party, the obligations secured by this agreement shall immediately become due and payable in full without notice or demand and the Secured Party shall have all the rights, remedies and privileges with respect to repossession, retention and sale of the collateral and disposition of the proceeds as are accorded to a Secured Party by the applicable sections of the Uniform Commercial Code respecting "Default", in effect as of the date of this Security Agreement

Attorneys' Fees Etc Upon any default, the Secured Party's reasonable attorneys' fees and the legal and other expenses for pursuing, searching for, receiving, taking, keeping, storing, repairing, advertising, and selling the collateral shall be chargeable to the Debtor

Deficiency The Debtor shall remain liable for any deficiency resulting from a sale of the collateral and shall pay any such deficiency forthwith on demand

Monies Advanced If the Debtor shall default in the performance of any of the provisions of this agreement on the Debtor's part to be performed, Secured Party may perform same for the Debtor's account and any monies expended in so doing shall be chargeable with interest to the Debtor and added to the indebtedness secured hereby

Seizure

In conjunction with, addition to or substitution for those rights, Secured Party, at his discretion, may enter upon Debtor's premises peaceably by Secured Party's own means or with legal process and take possession of the collateral, or render it unusable, or dispose of the collateral on the Debtor's premises and the Debtor agrees not to resist or interfere

Assembling Collateral

In conjunction with, addition to or substitution for those rights, Secured Party, at its discretion, may require Debtor to assemble the collateral and make it available to the Secured Party at a place to be designated by the Secured Party, reasonably convenient to both parties (Debtor agrees that the Secured Party's address as set forth is a place reasonably convenient for such assembling)

Notice of Sale

In conjunction with, addition to or substitution for those rights, Secured Party, at his discretion, may unless the collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made The requirements of reasonable notice will be met if such notice is mailed, postage prepaid, to the address of the Debtor shown above, at least three days before the time of sale or disposition

Assignment

(2g) Secured Party may assign this agreement and if assigned the assignee shall be entitled, upon notifying the Debtor, to performance of all of Debtor's obligations and agreements hereunder and the assignee shall be entitled to all of the rights and remedies of the Secured Party hereunder Debtor will assert no claims or defenses Debtor may have against the Secured Party against the assignee

Financing Statement

(2h) The Secured Party is hereby authorized to file all Uniform Commercial Code Financing Statements and other documents Secured Party deems necessary to perfect or continue its security interest in the collateral

Captions

(2i) The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this agreement nor the intent of any provisions thereof

The terms, warranties and agreements herein contained shall bind and inure to the benefit of the respective parties hereto, and their respective heirs, legal representatives, successors and assigns

The gender and number used in this agreement are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural

IN WITNESS WHEREOF , the Parties have respectively signed and sealed these presents the day and year first above written

DEBTOR

Witness (X) Everett L. Jones

ELMER DEFORGE II
Print Name

Witness _____

By (X) _____
Signature

DEBTOR

Witness (X) _____

ROSANNE DEFORGE
Print Name

Witness _____

By (X) _____
Signature

Witness _____

SECURED PARTY
RAN-MAR CORPORATION

Witness _____

By _____
Signature

RAN-MAR CORPORATION
2 PARTRIDGE ROAD
BARRE, VERMONT 05641
802-223-9571

LEASE AGREEMENT
MOBILE HOME LOT

DESCRIPTION AND LIMITATIONS

(1) RAN-MAP CORPORATION, hereinafter referred to as Owner, (throughout this lease agreement, the term Owner shall include by implication, agents, or employees of the Owner, acting in behalf of the Owner), hereto, hereby, leases to,

name & address label	ELMER + ROSANNE DEFORGE name(s) RRMHP LOT # 33 address BARRE VT 05641, town/city state, zip

if more than one jointly and severally, hereinafter referred to as Tenant, a certain mobile home lot "AS-IS", hereinafter referred to as Lot, in the,

RIVER RUN MOBILE HOME PARK,
(name of park)

hereinafter referred to as Mobile Home Park, located in,

BERLIN,
(town or city)

County of WASHINGTON, State of Vermont, subject to the terms and conditions of this lease agreement, hereinafter referred to as Lease

IN CONSIDERATION of the mutual covenants and agreements herein contained, and other valuable consideration, the parties hereto, hereby, agree as follows

(a) This Lease refers to Lot number 33, located in the above said Mobile Home Park

(b) This Lease shall become effective on the 1ST day of JUNE, 2000, and shall continue in force and effect, subject to the terms and conditions herein contained

(c) Tenant's Mobile Home shall be regularly occupied by no more than one (1) person per ONE HUNDRED AND SIXTY (160) square feet of living space except, in those cases of extreme emergency, with the prior written permission of the Owner Temporary occupancy by

 ED

additional persons, upon prior requests to Owner, will be allowed only so long as it does not adversely effect any other tenants or the management of the park and does not exceed two (2) weeks in duration

(d) The Owner reserves the right to terminate a Lease, or to prohibit subleasing, or to refuse to accept a new tenant, consistent with the provisions of the terms of this Lease, if, it reasonably appears that the number of individuals occupying, inhabiting, or otherwise sharing, or planning on sharing, occupying, or inhabiting a mobile home, creates, or will create, a violation or conflict of the terms of this Lease, or a danger to the health, welfare, and safety of the Mobile Home Park residents

SECURITY AGREEMENT & DEPOSIT

(2) As security for the full and faithful performance by Tenant, for Tenant's obligations of the terms herein, Tenant shall

(a) Upon signing this Lease, execute a Security Agreement which grants Owner a security interest in Tenant's Mobile Home

(b) Upon signing this Lease, pay, in U S DOLLARS, to the Owner, the sum

of, Three hundred thirty DOLLARS ($330 00), as security for the full and faithful performance by Tenant, of the terms hereof, which sum shall be refundable to the Tenant at the termination of this Lease, provided that the Tenant surrenders the Lot to the Owner in as good a state and condition as it was at the commencement of the Term, reasonable use and wear thereof, and damage by the elements excepted, and, provided that the Tenant has not caused any damage to the Lot, or Mobile Home Park, or any part thereof, and, further provided that the Tenant has complied fully with the terms of the Lease, up to, and including the date of termination The Owner shall return said security deposit along with a written statement itemizing any deductions, without interest, to the Tenant, within fourteen (14) days from the date on which Tenant removes the Mobile Home along with all trash, skirting, blocking, fuel tanks and any other personal property of Tenant's from the Mobile Home Park and terminates the Lease for the Lot on which the Mobile Home was located, or delivers to the Owner an executed Bill of Sale transferring ownership of the Mobile Home which is to remain in the Mobile Home Park for an individual who has entered into a Lease for the Lot with the Mobile Home Park Owner, or has been removed from the park, together with the Mobile Home pursuant to a Writ of Possession If Owner sells or transfers the Mobile Home Park, Owner may give the security to the buyer, or transferer In such an event, Tenant will look only to said buyer or transferer for the return of the security Security deposits shall not be used for last months rent

SD RD

RENTAL CHARGES

(3) The basic rent for the use of the Lot as of the effective date shall be,

Three hundred thirty ——— DOLLARS ($330 00) per month, and shall be payable, in U S DOLLARS, in advance, on or before the first (1st) day of each month Owner need not give notice to pay the basic rent The basic rent must be paid when due, in full Tenant may be required to pay other charges to Owner under the terms of this Lease, they are to be called added rent This added rent is payable as rent, together with the next monthly rent due If Tenant fails to pay the added rent on time, Owner shall have the same rights against Tenant as if it were a failure to pay rent There will be a twenty dollar ($20 00) late fee due as added rent for rent which is received after the fifth (5th) day of each month and a twenty ($20 00) service charge due as added rent for returned checks for any reason

In addition to the basic rent, there shall be the following additional monthly charges for utilities and reasonable incidental services, which shall be paid with the basic rent If Tenant fails to pay the additional monthly charges on time, Owner shall have the same rights against Tenant as if it were a failure to pay rent

(specify service and amount, if none, so state)

(a) _____

(b) _____

(c) _____

(d) _____

(4) The Tenant shall pay the basic rent, any late fees or service charges incurred, or any added rent, together with any additional monthly charges to the Owner, at either the Owner's office, or mail to Ran-Mar, Inc , P O Box 853, Barre, Vermont 05641, or to such other place that Owner may designate

TERM AND CHANGES IN LEASE

(5) This Lease is for an unspecified term, hereinafter referred to as Term, and shall continue in force and effect from month to month until such time as it is terminated in any of the ways or events set forth in this section or the section entitled "Eviction" occur

(a) This Lease or any portion thereof may be terminated at any time by mutual consent of the parties, which consent must be in writing and signed by all parties

(b) The Tenant may terminate this Lease by giving the Owner notice in writing one (1) rental period in advance of the Tenant's intention to terminate the Lease and remove Tenant's Mobile

Home and personal property from the Lot If the Mobile Home or any of the Tenant's personal property is situated on the Lot on the day when rent is first due, Lot rent shall be due in full for that entire rental period Under no circumstances will the rent be prorated

(c) The Owner may terminate this Lease if there is going to be a change in the use of the leased Lot, or parts of it, or a termination of the Mobile Home Park In such a case, the Owner shall give Tenant such notice as is required by law

(6) Upon the notification by the Tenant of the Tenant's intention to terminate this Lease, the Owner, or the Owner's agent, shall have the privilege of displaying "For Rent" signs on the Lot, and show the property to prospective purchasers The Tenant may at any time post a "For Sale" sign on the Tenants Mobile Home However, it is the Tenants responsibility to insure that any sign is in conformity with all applicable laws

(7) The Owner may change any portion of this Lease, or any term of this Lease, other than the basic rent, and any additional monthly charges for utilities, etc , by delivering a written copy of any change to the Tenant, at least thirty (30) days before such change is to take effect

(8) The Owner has established a uniform rent schedule which effects all lots in the Mobile Home Park simultaneously, and may change the basic rent, and any additional monthly charges, on January 1st of each year, or as otherwise provided by law Furthermore, the initial Lease for a new Tenant may include the anticipated increase in the basic rent, and any additional monthly charges, at the time it occurs for the other Lots Any change in the basic rent, or additional monthly charges, shall be by written notice to the Tenant, at least sixty (60) days prior to the date on which said changes are to take effect

(9) At the termination of this Lease, the Tenant will quit and surrender said Lot, in as good a state of condition as it was at the commencement of the Term, reasonable use and wear thereof, and damage by the elements excepted, with all trash removed

BANKRUPTCY

(10) If Tenant assigns property for the benefit of creditors, or Tenant files a voluntary petition, or an involuntary petition is filed against Tenant, under any bankruptcy or insolvency law, or a trustee or receiver of Tenant, or Tenant's property is appointed, Owner may give Tenant sixty (60) days notice of cancellation of the Term of this Lease If any of the above is not fully dismissed within sixty (60) days, the Term shall end as of the date stated in the notice Tenant must continue to pay rent, damages, losses, and expenses, without offset

GOODS AND SERVICES

(12) The Tenant may purchase goods and services to be used in and around the Tenant's Mobile Home from vendors of the Tenant's

choice, provided that the vendors observe all rules of the Owner contained in this Lease The Owner may set standards for materials to be used, or service to be performed by vendors, where such standards are necessary to protect the health, safety, or welfare of the Tenant, or other residents of the Mobile Home Park However, nothing contained in this Lease, shall prohibit the Tenant from contracting with the Owner for the sale or supply of any goods and service

SALE OF A MOBILE HOME

(13) The Tenant may sell Tenant's Mobile Home located in the Mobile Home Park If said Mobile Home is to remain in the Mobile Home Park, it may be sold or transferred only in accordance with the following procedures

(a) Thirty (30) days prior to any sale, the Tenant shall notify the Owner, by certified or registered mail, of the name and the address of the person to whom Tenant intends to sell Tenant's Mobile Home No mobile home narrower than twelve feet in width (12'W) may be sold or sublet, and be allowed to remain in the Mobile Home Park

(b) The prospective purchaser must agree to sign the current Lease Agreement that is then in force and effect The prospective purchaser shall be interviewed and required to fill out an application by the Owner, for purposes of verifying references, credit worthiness, etc Tenant's willingness to sell a Mobile Home to a prospective purchaser, does not guarantee the purchaser the right to move into the Mobile Home and continue the existing tenancy, unless said prospective purchaser qualifies under existing terms of the Mobile Home Park

(c) The prospective purchaser will not be allowed to move into a mobile home being sold by a Tenant until such time as arrangements have been made to render current all existing rental charges of the Owner, against the existing Tenant, and that the prospective purchaser has executed the current Lease agreement

SUBLETTING

(14) The Tenant shall not sublet Tenant's Mobile Home without the prior express written permission of the Mobile Home Park Owner, which permission shall not unreasonably be withheld, so long as the prospective sublessee agrees to submit to an interview with the Mobile Home Park Owner, furnish any credit and/or previous landlord references which the Mobile Home Park Owner may desire, and sign and abide by the terms and conditions of the current Lease Agreement Further, the sublessee shall agree to pay any Lot rental charges directly to the Mobile Home Park Owner, and throughout the term of any sublease, the Tenant shall remain fully liable for the performance of this Lease Agreement No Mobile Home narrower than twelve feet in width (12'W) may be sold or sublet, and be allowed to remain in the Mobile Home Park

EVICTION

(15) A Tenant may be evicted from the Mobile Home Park only for, nonpayment of rent, a substantial violation of the terms of this Lease, a substantial violation of the rules and regulations of the Mobile Home Park as contained in this Lease, if there is a change in the use of the leased Lot, or parts thereof, a termination of the Mobile Home Park, or as otherwise provided by law Said eviction may take place only in accordance with the following procedures

(a) A Tenant may be evicted only in accordance with the law, and not by force, or any other self-help measure

(b) Prior to the commencement of any eviction proceeding, the Owner shall notify the Tenant, by certified mail, for the grounds of an eviction proceeding, or that an eviction proceeding may be commenced if the Tenant does not pay overdue rent within twenty (20) days of the date of mailing of said notice Acceptance of any partial payment of rent, shall not constitute a waiver of the Owner's remedies for nonpayment of rent

(c) A substantial violation of the Lease terms, or an additional nonpayment of rent occurring within six (6) months of giving of the last notice for nonpayment of rent, may result in immediate eviction proceedings

(d) Except for eviction for nonpayment of rent, an eviction proceeding for a substantial violation of the terms of this Lease may only be brought within sixty (60) days of the last alleged violation

DISCRIMINATION

(16) The Owner shall comply with the "Vermont Fair Housing and Public Accommodations Act" and shall not discriminate against any Tenant for reasons of, race, religion, color, sex, marital status, handicap, national origin, because a person is a public assistance recipient, because of intent to occupy with minor children, or age, except as provided by law

TAXES

(17) The Owner agrees to pay all real estate taxes assessed on the Lot itself during the period of this Lease, however, the Tenant agrees to pay all taxes assessed on Tenant's Mobile Home, personal property, and on any improvements made by Tenant

INSURANCE, LIABILITY

(18) Tenant shall be solely responsible for insuring against loss or damage by theft, fire, flood, or other calamity, and all personal property of Tenant, including Tenant's Mobile Home Tenant agrees to protect and save Owner harmless from any claims for injury to property or person resulting from accident, or other happening on the leased Lot or within the Mobile Home Park, including any costs

and/or attorney's fees incurred by Owner in connection with same Owner is not liable for loss, expense, or damage, to any person or property, unless it is due to Owner's negligence

OWNER'S ACCESS TO LOT

(19) The Owner has the right to have access to the Lot which is the subject of this Lease The Tenant, and every resident of the Mobile Home situated on the Lot, hereby agrees to permit such access as outlined below

(a) The Owner may enter the Lot with the Tenant's consent, which shall not be unreasonably withheld

(b) The Owner may enter the Lot between the hours of 7 00 a m and 7 00 p m on no less than twelve (12) hours' notice to inspect the premises, to make necessary and agreed repairs, alterations or improvements, to supply agreed services, to exhibit the Lot to prospective or actual purchasers, mortgagees, tenants, workers, or contractors

(c) The Owner may enter the Lot without notice or permission, if, in the course of performing repairs in the Mobile Home Park, the Owner discovers that it is necessary to enter a Lot to complete the repairs, provided that the Owner could not reasonably have foreseen the necessity to enter the Lot at the time the repairs were commenced The Owner shall attempt to obtain permission from the Tenant before entering the Lot, at a minimum, by attempting to contact the Tenant at any telephone number the Owner has for the Tenant

(d) The Owner may enter the Lot or the Mobile Home without notice or permission when the Owner reasonably believes that there is a likelihood of imminent injury to any person, damage to property or interruption of utility services

ABANDONMENT

(20) The abandonment of the Lot, or Tenant's Mobile Home, shall be deemed to be a substantial violation of the terms of this Lease Agreement and may result in immediate eviction proceedings Tenant shall be liable to Owner for any damages, including, but not limited to, transportation costs, storage costs, repairs, broker's fees, attorney's fees, advertising, preparation for renting, loss of rent, any added rent, and additional monthly charges sustained by Owner Tenant shall be deemed to have abandoned the Lot and/or Tenant's Mobile Home if all of the following conditions exist

(a) A reasonable person would believe that the Mobile Home is not occupied as a residence,

(b) the rent for the Lot is at least thirty (30) days delinquent,

(c) the Owner has attempted to contact the Tenant at the Tenant's Mobile Home, last known place of employment and last known mailing address without success

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(21) DELETED AND INTENTIONALLY LEFT BLANK

RESPONSIBILITIES OF OWNER

(22) The Owner shall enforce all the terms of this Lease Agreement uniformly as to all tenants The Owner shall permit Tenant the quite enjoyment of the leased Lot The Owner shall provide Tenant with cold water, sewer and electrical connections

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RESPONSIBILITIES OF TENANT

(24) The Tenant shall be responsible for the maintenance of Tenant's driveway, including snow removal, and the mowing of Tenant's lawn

(25) The Tenant shall be responsible for the installation and maintenance of all utilities, electrical service, telephone service, and cable TV, which the Tenant desires The Tenant shall be responsible for the payment of all utilities, telephone, and cable TV charges

(26) As Owner provides cold water for domestic use, the Tenant shall maintain its Mobile Home water system and the Owner's water supply pipe in accord with the following

(a) As heretofore stated, Tenant shall maintain its Mobile Home water system and fixtures in good working order and repair at all times Tenant shall not cause or permit water to be wasted by leaking or dripping faucets, continuously running toilets, or other unnecessary usage Owner shall have the right upon reasonable notice to Tenant to inspect the Tenant's Mobile Home for violations Should Tenant fail to cure any violation within forty eight (48) hours of actual notice from Owner to Tenant of said violation then Owner shall have the right to collect from Tenant as added rent all damages or expenses incurred by Owner in connection with or arising from excess water usage, including any associated sewer expenses, and, to shut off Tenants water supply until remedies have been satisfactorily completed

(b) Tenant shall be responsible for insulating, and for wrapping with a heating tape, Tenant's and Owner's water supply pipe In order to avoid damage to plastic piping, "FROSTEX" brand heating tape is the only approved heating tape to be used in the Mobile Home Park The Owner's water supply pipe shall be wrapped with heating tape and insulated to a minimum depth of two (2) feet underground In the event of a failed or improperly installed heating tape, the Tenant shall be liable for any damages and repairs caused by freezing of said water pipe(s) THE CONTINUOUS RUNNING OF WATER BY TENANT, FOR THE PREVENTION OF FROZEN WATER PIPES SHALL BE CONSIDERED UNNECESSARY USAGE AND SHALL NOT BE PERMITTED AT ANY TIME, AND SHALL BE CONSIDERED A SUBSTANTIAL VIOLATION OF THE TERMS OF THIS LEASE A VIOLATION OF THIS TERM SHALL BE GROUNDS FOR TERMINATION OF THIS LEASE, AND COMMENCEMENT OF EVICTION PROCEEDINGS

(27) Tenant shall be responsible for all electrical connections including wire, from the Owner's breaker box or disconnect to the Tenant's Mobile Home Said connections shall be installed and inspected by a Master Electrician licensed in the State of Vermont, and shall meet all State and Local codes

(28) The Tenant shall be responsible for any damage or injury to the Lot or the Mobile Home Park, caused by negligence, or a wrongful act, or omission, of the Tenant, a member of his/her family, or person or persons on the Lot or within the Mobile Home Park with Tenant's consent The Tenant's responsibility shall extend to such damage or injury as may be caused in connection with the moving in or out of the Lot, and/or Mobile Home Park The Tenant shall hold the Owner harmless and indemnify the Owner, for all injury to persons or property, or for damages and costs, including reasonable attorney's fees, caused by Tenant's intentional or negligent acts or omissions of those under Tenant's custody or control, including lawful invitees

(29) The Tenant shall be responsible for the conduct in the Mobile Home Park of the Tenant, Tenant's family, agents, guests, or any other person in the Mobile Home Park, with the permission, under the direction, or for the benefit of the Tenant Said individuals shall not engage in any conduct which adversely affects any other park resident, or the operation of the Mobile Home Park Tenant will be required to respect the privacy and lot lines of other tenants lots Loud noise, music, etc whether mechanically or naturally produced, is to be kept at a level where it does not interfere with the quiet peace and enjoyment in other park residents mobile homes Intoxication, or violations of law which create hazards of health, or safety to other tenants of the Mobile Home Park, or which create a public, or private nuisance will not be tolerated Complaints from other tenants that there has been a violation of this section may be sufficient grounds for the Owner to commence eviction proceedings for termination of this Lease Agreement

(30) The Tenant shall comply, at Tenant's expense, with all present and future laws, orders, rules, requests, and regulations of Federal, State, County and Municipal authorities, insurers, or similar groups, which affect the use or occupation of the Mobile Home

RULES AND REGULATIONS

(31) The Tenant shall abide by the following rules and regulations in connection with the use and occupancy of Tenant's Mobile Home and Lot

(32) No mobile home narrower than fourteen feet in width, by fifty feet in length (14'W x 50'L), or wider than sixteen feet in width, by eighty feet in length (16'W x 80'L), will be allowed to enter the Mobile Home Park Certain mobile home Lots may or may not be suitable for a particular size mobile home, in such an instance, it will be at the Owners discretion as to whether or not a mobile home may be placed on the Lot

(33) No mobile home older than twenty (20) model years will be allowed to enter the Mobile Home Park Furthermore, before <u>any</u> new

or used mobile home is moved into the Mobile Home Park, it shall be subject to inspection by the Owner The Owner may refuse a mobile home entry into the Mobile Home Park based on the aesthetic effects to the Mobile Home Park in general

(34) No mobile home shall be moved in or out of the Mobile Home Park without the direct supervision of the Owner Failure to abide by this regulation may result in the home being removed from its Lot position, and resituated to the Owner's satisfaction, at Tenant's expense Further, because of the potential damage to the Mobile Home Park facilities, including streets and roads, mobile homes shall not be moved in or out of the Mobile Home Park from March 1st through April 15th of any year without the Owners prior written consent

(35) Any damage to lawns, shrubbery, roads, etc , caused by the moving of a mobile home in, or out, of the Mobile Home Park, that is not immediately repaired by the Tenant, or his agents, will be repaired by the Owner, and the cost of said repairs, shall be due the Owner At the option of the Owner, the cost of said repairs, shall be either, deducted from the security deposit, or be deemed as added rent and added to the next months rent

(36) Any and all complaints regarding the Mobile Home Park, or other park residents in the Mobile Home Park, shall be in writing and signed by the Tenant making the complaint Said complaint shall contain the time, date, names of individuals involved, and a brief description of the occurrence giving rise to the complaint, and shall be mailed or delivered directly to the Owner

(37) The Tenant shall use the leased Lot and maintain Tenant's Mobile Home in a good husbandlike manner, keeping the Lot neat, clean, in good order and repair, and in such a manner as not to be detrimental to any other park resident, or to the operation of the Mobile Home Park for, health, safety, or aesthetic reasons

(38) Tenant's guests, and other visitors, whether adult or children, are not allowed to trespass across other Lots, or in vacant areas of the Mobile Home Park The designated streets shall be used rather than cutting across the lawns or Lots of other park residents, or other areas under the control of the Owner

(39) Mobile homes shall be used for private-residential use only No business activities, including baby-sitting or laundry service for others, will be allowed within the Mobile Home Park

(40) The Tenant shall not construct, erect, or place upon the leased Lot, or to the Mobile Home, any type of building, carport, porch, deck, masonry, fence or awnings, etc , nor shall the Tenant make any modifications, alterations, additions, deletions, or other changes, etc , whether of a structural, or nonstructural nature, to the Lot, without the express written consent of Owner Any such modifications, alterations, etc , which have been approved by the Owner, shall be made at the Tenant's sole cost and expense Any said modifications, alterations, etc , which are of a permanent nature to the Lot itself, shall at the option of the Owner become the sole property of the Owner at the termination of this Lease Tenants will

be allowed one (1), tool/utility building that is not to exceed eight feet in width, by ten feet in length, by eight feet in height (8'W x 10'L x 8'H), and one (1) deck to be located on the main entrance to the Mobile Home that is not to exceed ten feet in width, by twelve feet in length (10'W x 12'L) and that is constructed of a design, and of materials, pre-approved by the Owner, in writing, prior to its construction

(41) The Tenant may arrange the leased Lot in an attractive manner to suit the Tenant, insofar as the lawn, flowers, or shrubs are concerned

(42) Tenant must keep the Lot clean, grass cut, trimmed and weeded, and the Tenant shall not allow trash, or other objects to accumulate, or be stored on the patio, or under the Mobile Home Failure to comply with this regulation will result in the Owner performing the tasks in question, including removal of the trash, etc , and charging the Tenant a reasonable charge therefor, which will be deemed as added rent and be due with the next months rent In addition, the Tenant shall not allow any matter to be placed upon the Lot which would damage the sod, lawn, or landscaping Neither tents nor swimming pools are allowed to be erected at any time within the Mobile Home Park, without the Owner's prior written consent

(43) There shall be no plowing, digging, excavating, rototilling, or other disturbance, or modification of the topographical contours of the Lot area, or any common area, without the Owner's prior written consent

(44) No trees are to be planted, cut, or trimmed, without the Owner's prior written consent

(45) The Tenant's Mobile Home must be skirted with materials approved by the Owner, and in color tone with the Mobile Home, within thirty (30) days after arrival at the Mobile Home Park, weather conditions permitting Materials of a vinyl substance are the only approved skirting materials to be used on any new installation or complete replacement The finished skirt must be kept neat appearing, and not be a detriment to the aesthetic appearance of the Mobile Home Park in general The area under the Mobile Home may not be used as a storage area until skirting is installed

(46) No pets or animals shall be permitted within the Mobile Home Park, with the sole exception of small birds, fish, and one (1) cat per household Under no circumstances shall dogs, of any kind, whether confined within the Mobile Home or not, be allowed in the Mobile Home Park If a pet becomes a nuisance, or dangerous to other tenants, it must be permanently removed from the Mobile Home Park upon thirty (30) days notice in writing, from the Owner

(47) Maximum vehicular speed within the Mobile Home Park is five (5) miles per hour Speeding or reckless operation of vehicles, including noisy or reckless starts or takeoffs, will not be permitted Motorcycles will be prohibited on an individual basis if they are noisy and are otherwise causing a nuisance within the Mobile

Home Park Pacing of automobile, or other combustion engines, is likewise not allowed in the Mobile Home Park

(48) The Tenant may park only two (2) currently registered motor vehicles within the Mobile Home Park area Tenant's vehicles shall be parked in driveways only, not on any grassy area or lawns Unregistered, inoperative, or disabled vehicles will not be permitted anywhere in the Mobile Home Park Damage to lawns or other property, caused by violation of this regulation, may result in the Owner effecting repairs, and the cost of same will be charged to the Tenant, and shall be deemed as added rent, and be paid with the next month's rent No repairing, overhauling, or washing of vehicles for others, will be permitted in the Mobile Home Park TO FACILITATE SNOW PLOWING, ALL VEHICLES MUST BE OFF THE STREET BETWEEN THE FIRST (1ST) OF NOVEMBER, AND THE FIFTEENTH (15TH) OF APRIL OF EACH YEAR Any unregistered, inoperative, disabled, or unauthorized vehicles, will be towed and stored at Tenant's expense Trucks over one (1) ton are not permitted within the Mobile Home Park area without the prior express written permission from the Owner

(49) The only vehicles allowed to be parked along the street or driveways are vehicles used for transportation on a regular basis Recreational vehicles campers, camping trailers, trailers, boats or other such related equipment, which are used on other than a daily basis, shall not be kept upon the Lot Said vehicles shall be stored on other than Mobile Home Park property

(50) No snowmobiles or motorized vehicles, other than automobiles, may be operated in the Mobile Home Park, except for the sole purpose of leaving or entering the Mobile Home Park area

(51) Bicycles shall be operated in the Mobile Home Park area in a careful and prudent manner

(52) No hunting or shooting of firearms or other weapons is allowed in the Mobile Home Park

(53) The Tenant shall keep all garbage and trash in sealed plastic trash bags, which must be placed inside of plastic or metal trash cans, with a locking top No burning or dumping of same is allowed on Mobile Home Park property Tenant shall not allow trash, or other incapacitated items or refuse, to accumulate on the Lot

(54) All clothes reels must be set back of the Mobile Home

(55) No outside CB, television, short-wave radio, microwave dish or similar antenna, is to be erected in the Mobile Home Park Cable TV is available through the local cable network

(56) Because of health and safety reasons, and the aesthetic problems created by the use of woodburning stoves and other woodburning appliances, within and around mobile homes within the Mobile Home Park area, no Mobile Home in the Mobile Home Park will be allowed to operate a woodburning fireplace, stove, or other appliance

 ED BD

(57) Tenants may not have heating oil storage barrels in the Mobile Home Park Tenant may have one (1), regular standard two hundred and seventy five (275) gallon vertical heating oil storage tank, or no more than two (2), one hundred (100) gallon propane or natural gas tanks Submarine style propane or natural gas tanks are expressly prohibited within the Mobile Home Park Heating oil, propane/natural gas tarks, and cooking gas tanks, must be properly leveled and screened, and placed at the rear of the Mobile Home If the preferred location is not possible, then the Owner shall be contacted for permission for an alternate location In the event the Owner is not contacted, and requires them to be moved, it shall be at the Tenant's expense

(58) During the Term of this Lease, the Tenant shall not commit, or suffer any waste within the Mobile Home Park All water hoses shall be equipped with a nozzle which can be shut off

(59) Sanitary napkins or tampons, disposable diapers, coffee grounds, grease, or any other item, waste product, or refuse of which the Tenant's home plumbing is not designed, and the disposal of which adversely affects the waste disposal system of the Mobile Home Park, shall not be deposited in said system Any damage to the sewage or septic system caused by any of the above, will be repaired by Owner, at Tenant's expense, and be deemed as added rent, and be due with the next months rent

FAILURE TO GIVE POSSESSION

(60) If the Owner is unable to give possession of the Lot on the date of the commencement of the Term, because the prior tenant refuses to give up possession, or for any other reason, Owner shall not be liable for failure to deliver possession on said date, but the rent payable herein, shall be abated until Owner tenders possession to Tenant

(61) DELETED AND INTENTIONALLY LEFT BLANK

LOT DAMAGED OR DESTROYED

(62) If the Lot is damaged or destroyed so that the enjoyment of the Lot is subsequently impaired, the rent shall be proportionately paid up to the time of the casualty, and thenceforth shall cease until the date when the Lot has been repaired or restored by Owner, provided, however, that in the event of such substantial impairment, Owner, or Tenant, shall have the right to terminate the Term of the Lease by giving notice to the other of Tenant's exercise of such right at any time within thirty (30) days after the occurrence of such damages or destruction If the notice is given, the Term of the Lease shall terminate on the date specified in the notice, (which shall be not more than fifteen (15) days after the giving of such notice), as fully and completely as if such date were the date set forth in the Lease for the termination of the Lease and Tenant must immediately vacate the Lot If neither party has given notice of termination as herein provided, Owner shall proceed to repair the Lot, and the Lease shall not terminate If the Lot shall be partially damaged, or partially destroyed, without substantial impairment of Tenant's

enjoyment of Lot, the damages shall be repaired by, and at the expenses of Owner, and the rent, until such repairs are made, shall be apportioned according to the part of the Lot which is usable by Tenant Owner shall not be liable for any inconvenience, or annoyance to Tenant, resulting in any way from such damage, or the repair thereof If the Lot is partially damaged, or partially destroyed as a result of the wrongful or negligent act of Tenant, a member of Tenant's family, or other person on the Lot with Tenant's consent, there shall be no apportionment or abatement of rent

LEGAL FEES

(63) If Tenant shall default in the performance of any provision of the Lease, on Tenant's part to be performed, or if Owner is required to take any action to enforce the Lease, or to defend the validity of, or interpret the Lease, then the Owner shall be entitled to recover all costs and expenses incurred thereby, including court costs and reasonable attorney's fees

WAIVER OF JURY, COUNTERCLAIM, SET-OFF

(64) Owner and Tenant hereby waive trial by jury in any action, proceeding, or counterclaim, brought by either party, against the other, pertaining to any matters whatsoever, arising out of, or in any way connected with, the Lease, or Tenant's use and occupancy of the Lot, other than an action for personal injury, or a property damage claim

NO WAIVER, ILLEGALITY

(65) The failure of Owner, to take any action against the Tenant, for violation of any of the terms of the Lease, shall not prevent subsequent acts of a similar nature from being a violation of the Lease No act or agreement to accept surrender of the Lot, from Tenant, shall be valid unless in writing signed by Owner

SUBORDINATION

(66) This Lease Agreement shall be and hereby is made subordinate to all existing leases, agreements, or mortgages between Owner and its lendors, and this Lease Agreement shall be subordinate to all terms, conditions, extensions, and renewals of said leases, agreements and mortgages, and further, Tenant hereby agrees to, and shall subordinate Tenant's Lease Agreement to, any future leases, agreements, or mortgages, made by Owner to secure money paid by lendors to Owner

NOTICES

(67) Any bill, statement, or notice, must be in writing, and delivered or mailed to the Tenant at the Lot, or to the Owner at the Owner's address It will be considered delivered on the day mailed, or if not mailed, when left at the proper address If Tenant fails to correct a default after notice from Owner, Owner may correct it for Tenant, at Tenant's expense The sum Tenant must repay to the Owner will be deemed as added rent and will be due and payable with the next month's rent

PARAGRAPH HEADINGS

(68) The paragraph headings are for convenience only.

ACCEPTANCE OF LEASE AGREEMENT

(69) This Lease and the Security Agreement contain the entire agreement and understanding between the parties There are no oral understandings, terms, conditions, or agreements, and neither party has relied upor any representation, express or implied, not contained in this Lease All prior understandings, terms, conditions, and agreements, are deemed merged in this Lease This Lease cannot be changed or supplemented orally If any provision of this Lease is found to be unenforceable, it shall have no effect of the enforceability of any of the remaining provisions The terms, conditions, and agreements, herein contained, shall bind and insure to the benefit of the respective parties hereto, and their respective legal representatives, successors, and assigns The gender and number used in this Lease are used as a reference term only and shall apply with the same effect, whether the parties are of the masculine or feminine gender, corporate, or other form, and singular shall likewise include the plural Tenant's are jointly and severally liable for all terms of this Lease and the Security Agreement, including payment of rent

(70) IN WITNESS WHEREOF, the Parties have respectively signed and sealed these presents the 1ST day of JUNE 2000

R-N-MAR CORPORATION

BY _____
DULY AUTHORIZED AGENT

(72) I/we certify, that I/we have read this entire Lease Agreement, and received a signed copy of same, and understand and agree to all of its terms, conditions, and agreements

_____
TENANT

_____
TENANT

Statement

R & G Properties, Inc
149 Partridge Road-Berlin
Barre, VT 05641

Date
5/14/2003

To
Hedding/Byrd Fredie

Amount Due	Amount Enc
$6,377 98	

Date	Transaction	Amount	Balance
03/31/2003	INV Due 03/31/2003 Orig Amount $6,034 98 Opening balance	6,034 98	6,034 98
05/01/2003	INV #53 Due 05/01/2003 Orig Amount $323 00	323 00	6,357 98
05/06/2003	INV #FC 11 Due 05/06/2003 Orig Amount $20 00 Finance Charge	20 00	6,377 98

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0 00	343 00	6,034 98	0 00	0 00	$6,377 98

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                                  ************************
                                  *      ENANT STATEMENT     *
                                  ************************
  # NFLD-0003
NORTHFIELD FALLS MHP# 3

                                  Statement Date  05/20/2003

 Account #                 Remit to:
 R10082                      R & G PROPERTIES
                             149 PARTRIDGE ROAD-BERLIN
                             BAFFE, VT  05641

     FREDIE   E/R HEDDING/BYRD                    Amt now due ....    6,034.98
     Sp # NFLD-0003                               Amt you are paying ____________.
     NORTHFIELD FALLS MHP# 3                      Check # ..........  ____________.
     NORTHFIELD FALLS, VT  05664
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----------(tear off and send (or bring in) with your Payment)----------

78669	08/06/2002	100	Late Fee/Rent/Inv # 78763	20 00	20 00	0 00	20 00	/ /
79177	09/01/2002	100	ANNUAL LOT FEE	6 00	6 00	0 00	6 00	/ /
79051	09/06/2002	100	Late Fee/Rent/Inv # 78953	20 00	20 00	0 00	20 00	/ /
79372	10/07/2002	100	Late Fee/Rent/Inv # 79273	20 00	20 00	0 00	20 00	/ /
79458	11/01/2002	100	NORTHFIELD FALLS MHP# 3	314 00	314 00	0 00	314 00	/ /
79555	11/06/2002	100	Late Fee/Rent/Inv # 79458	20 00	20 00	0 00	20 00	/ /
79643	12/01/2002	100	NORTHFIELD FALLS MHP# 3	314 00	314 00	0 00	314 00	/ /
79743	12/06/2002	100	Late Fee/Rent/Inv # 79643	20 00	20 00	0 00	20 00	/ /
80394	04/01/2003	100	NORTHFIELD FALLS MHP# 3	323 00	323 00	0 00	323 00	/ /
80497	04/07/2003	100	Late Fee/Rent/Inv # 80394	20 00	20 00	0 00	20 00	/ /

	Orig Balance	Total Paid	Curr Balance
Activity Totals ----->	6,258 42	223 44	6,034 98

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*********************************
* NORTHFIELD FALLS              *
* Statement Date  05/20/2003    *
* FREDIE   E/R HEDDING/BYRD     *
* You now owe:   6,034 98       *
*********************************
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RENT STATEMENT

Sp # NFLD-0003
NORTHFIELD FALLS MHP# 3

Statement Date. 05/20/2003

Account #
P1003A

Remit to.
R & G PROPERTIES
149 PARTRIDGE ROAD-BERLIN
BARRE, VT 05641

FREDIE E/P HEDDING/BYRD
Sp # NFLD-0003
NORTHFIELD FALLS MHP# 3
NORTHFIELD FALLS, VT 05664

Amt now due . 5,034 98
Amt you are paying _____.
Check # .. .. _____ .

--------- ------tear off and send (or bring in) with your Payment!----------

Prior Activity
==========

Inv #	Date	Loc	Item Description	Item Total	Orig Bal	Total Paid	Curr Bal	Last Pmt	Last Pmt Ref
75377	02/01/2001	100	NORTHFIELD FALLS MHP# 3	314 00	314 00	223 44	90 56	03/06/2001	3163CASH
75462	02/06/2001	100	Late Fee/Rent/Inv # 75377	20 00	20 00	0 00	20 00	/ /	
75544	03/01/2001	100	NORTHFIELD FALLS MHP# 3	314 00	314 00	0 00	314 00	/ /	
75627	03/06/2001	100	Late Fee/Rent/Inv # 75544	20 00	20 00	0 00	20 00	/ /	
75709	04/01/2001	100	NORTHFIELD FALLS MHP# 3	314 00	314 00	0 00	314 00	/ /	
75791	04/09/2001	100	Late Fee/Rent/Inv # 75709	20.00	20 00	0.00	20 00	/ /	
75865	05/01/2001	100	NORTHFIELD FALLS MHP# 3	314 00	314 00	0 00	314 00	/ /	
75948	05/07/2001	100	Late Fee/Rent/Inv # 75865	20 00	20 00	0 00	20 00	/ /	
76030	06/01/2001	100	NORTHFIELD FALLS MHP# 3	314 00	314 00	0 00	314 00	/ /	
76121	06/06/2001	100	Late Fee/Rent/Inv # 76030	20.00	20 00	0 00	20 00	/ /	
76146	06/13/2001	100	LAWYER FEES	400 00	400 00	0 00	400 00	/ /	
76204	07/01/2001	100	NORTHFIELD FALLS MHP# 3	314 00	314 00	0 00	314 00	/ /	
76287	07/09/2001	100	Late Fee/Rent/Inv # 76204	20 00	20 00	0 00	20 00	/ /	
76549	08/01/2001	100	ANNUAL LOT FEE	6 00	6 00	0 00	6 00	/ /	
76847	08/23/2001	100	LAWYER FEES	177 24	177 24	0 00	177 24	/ /	
76715	09/01/2001	100	NORTHFIELD FALLS MHP# 3	314 00	314 00	0 00	314 00	/ /	
76813	09/06/2001	100	Late Fee/Rent/Inv # 76715	20 00	20 00	0 00	20 00	/ /	
76908	10/01/2001	100	NORTHFIELD FALLS MHP# 3	314 00	314 00	0 00	314 00	/ /	
77005	10/08/2001	100	Late Fee/Rent/Inv # 76908	20 00	20 00	0 00	20 00	/ /	
77240	10/12/2001	100	LAWYER FEES	425 86	425 86	0 00	425 86	/ /	
77104	11/01/2001	100	NORTHFIELD FALLS MHP# 3	314 00	314 00	0 00	314 00	/ /	
77206	11/06/2001	100	Late Fee/Rent/Inv # 77104	20 00	20 00	0 00	20 00	/ /	
77292	12/01/2001	100	NORTHFIELD FALLS MHP# 3	314 00	314 00	0 00	314 00	/ /	
77386	12/06/2001	100	Late Fee/Rent/Inv # 77292	20 00	20 00	0.00	20 00	/ /	
77488	01/01/2002	100	NORTHFIELD FALLS MHP# 3	314 00	314 00	0.00	314 00	/ /	
77587	01/07/2002	100	Late Fee/Rent/Inv # 77488	20 00	20 00	0 00	20 00	/ /	
77679	02/01/2002	100	NORTHFIELD FALLS MHP# 3	314 00	314 00	0 00	314 00	/ /	
77773	02/07/2002	100	Late Fee/Rent/Inv # 77679	20 00	20 00	0 00	20 00	/ /	
77961	03/06/2002	100	Late Fee/Rent/Inv # 77863	20 00	20 00	0 00	20 00	/ /	
78142	04/08/2002	100	Late Fee/Rent/Inv # 78050	20 00	20 00	0 00	20 00	/ /	
78346	04/23/2002	100	LAWYER FEES	64 32	64 32	0 00	64 32	/ /	
78316	05/07/2002	100	Late Fee/Rent/Inv # 78223	20 00	20 00	0 00	20 00	/ /	
78500	06/07/2002	100	Late Fee/Rent/Inv # 78402	20 00	20 00	0 00	20 00	/ /	
78687	07/08/2002	100	Late Fee/Rent/Inv # 78584	20 00	20 00	0 00	20 00	/ /	

VERMONT SECRETARY OF STATE

Deborah L. Markowitz

UCC Search Results

Debtor	HEDDING BRIAN
Address	NFLD FALLS PARK LOT 3
Address	NORTHFIELD FALLS VT 05664
Debtor	BYRD FREDIE
File Number	98-92887
Date Entered	03/31/1998
File Status	ACTIVE
Records Last Updated	04/01/1998
Secured Party	RAN MAR CORPORATION
Address	2 PARTRIDGE RD
Address	BARRE VT 05641
Collateral	468D7 tif
A tif plugin or viewer may be needed to view the above collateral	

Database routinely updated within 48 hours of each business day
If you have any difficulty viewing the collateral, retreiving the collateral, or any other questions contact the UccClerk

Information Contact
New Search

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Vermont State Page | Contact | Disclaimer

This Web Page is

TOWN OF NFLD
UCC FILE # 5-98

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

3 ☐ The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es) [redacted] and Address(es)

Brian Hedding
Fredie Byrd
NFld Falls Park Lt 3
Nonfield Falls, VT 05664

4 For Filing Officer: Date, Time, No. [redacted]

SECRETARY OF STATE

98 MAR 31 A 10:17

98-92887

5 This Financing Statement covers the following types (items) of property

[redacted]

☐ Products of the Collateral are also covered

6 Assignee(s) of Secured Party and Address(es)

☐ The described crops are growing or to be grown on
☐ The described goods are or are to be affixed to
☐ The lumber to be cut or minerals or the like (including oil and gas) is on: Describe Real Estate Below)

8 Describe Real Estate Here

☐ This statement is to be indexed in the Real Estate Record

9 Name of a Record Owner

No. & Street	Town / City	County	Section	Block	Lot

10 This statement is filed without the debtor's signature to perfect security interest in collateral (check appropriate box)

☐ under a security agreement signed by debtor authorizing secured party to file this statement or
☐ which is proceeds of the original collateral described above in which a security interest was perfected or
☐ acquired after a change of name, identity or corporate structure of the debtor or ☐ as to which the filing has lapsed or already subject to a security interest in another jurisdiction
☐ when the collateral was brought into the state or ☐ when the debtor's location was changed to the state

Fredie D Byrd

By [signature]
(Signature(s) of Debtor(s))

By [signature]
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY ALPHABETICAL

(1 95)

TUTTLE LAW PRINT INC RUTLAND VT 05701 212830-BN

RAN-MAR, INC.

MOBILE HOME LOT LEASE AGREEMENT SECURITY INTEREST
SECURITY AGREEMENT

This Agreement is made this 29 day of January, 1995

As evidenced by a Mobile Home Lot Lease Agreement of even date herewith, by and between Ran-Mar Corporation, hereinafter referred to as Secured Party and,

Brian Holding and Fredie Byrd
name(s)
Lot #3 North Field Falls Mobile Home Park
address
Northfield Falls, VT 05664
town/city, state, zip

hereinafter referred to as Debtor, and also to secure any other indebtedness or liability of the Debtor to the Secured Party direct or indirect, absolute or contingent, due or to become due, now existing or hereinafter arising, including but not limited to all future advances or loans which may be made at the option of the Secured Party, and Debtors obligations under the above said Mobile Home Lot Lease Agreement (all hereinafter called the "obligations") Debtor hereby grants and conveys to the Secured Party a security interest in, and mortgages to the Secured Party, the property described as follows

___New X Used, Year 1997, Make Champion, Model Huntington,
Type 14x76, Serial # 07-97-8467537,
Color White, Sale Order number _____ Stock Number _____,
Located North Field Falls Park
_____, at/on Lot # 3

the property described above (hereinafter called the collateral), which collateral the Debtor represents will be used primarily

X for personal, family or household purposes,

___ in farming operations,

___ in business or other use,

all property, goods and chattels of the same classes as those above, acquired by the Debtor subsequent to the execution of this agreement and prior to its termination,

all proceeds thereof, if any,

all fixtures, increases, substitutions, replacements, additions and accessions thereto

(1) DEBTOR WARRANTS, COVENANTS AND AGREES AS FOLLOWS

Payment

(1a) To pay and perform all of the obligations secured by this agreement according to their terms

Defend Title

(1b) To defend the title to the collateral against all persons and against all claims and demands whatsoever, which collateral, except for the security interest granted hereby, is lawfully owned by the Debtor and is now free and clear of any and all liens, security interests, claims, charges, encumbrances, taxes and assessments except as may be set forth in this schedule

Secured Party	Date	File Number

Assurance of Title

(1c) On demand of the secured party to do the following, furnish further assurance of title, execute any written document or agreement or do any other acts reasonably necessary to effectuate the purposes and provision of this agreement, execute any instrument or statement required by law or otherwise in order to perfect, continue or terminate the security interest of the Secured Party in the collateral and pay all costs of filing in connection therewith

Possession

(1d) To retain possession of the collateral during the existence of this agreement and not to sell, exchange, assign, loan, deliver, lease, mortgage or otherwise dispose of same without written consent of the Secured Party

Location

(1e) To keep collateral at the location specified above or in the schedule and not remove same without prior written consent of the Secured Party

Liens

(1f) To keep the collateral free and clear of all liens, charges, encumbrances, taxes and assessments

Taxes

(1g) To pay, when due, all taxes assessments and license fees relating to the collateral

Repairs

(1h) To keep the collateral, at Debtor's own cost and expense, in good repair and condition and not to misuse, abuse, waste or allow to deteriorate except normal wear and tear and to make same available for inspection by the Secured Party at all reasonable times

Insurance

(1i) To keep the collateral insured against loss by fire (including extended coverage), theft and other hazards as the Secured Party may require and to obtain collision insurance if applicable Policies shall be in such form and amounts and with such companies as the Secured Party may designate Policies shall be obtained from responsible insurers authorized to do business in this state Certificates of insurance or policies, payable to the respective parties as their interest may appear, shall be deposited with the Secured Party who is authorized, but under no duty, to obtain insurance upon failure of the Debtor to do so Debtor shall give immediate written notice to the Secured Party and to insurers of loss or damages to the collateral and shall promptly file proof of loss with insurers Debtor hereby appoints the Secured Party the attorney for the Debtor in obtaining, adjusting and cancelling any such insurance and endorsing settlement drafts and hereby assigns to the Secured Party all sums which may become payable under such insurance, including return premiums and dividends, as additional security for the indebtedness

Change of Address

(1k) To immediately notify the Secured Party in writing of any change in or discontinuance of Debtor's address, place or places of business and/or residence

Affixed to Realty

(1l) That if the collateral has been attached to or is to be attached to real estate, a description of the real estate and the name and address of the record owner is set forth in the schedule herein, if the said collateral is attached to real estate prior to the perfection of the security interest granted hereby, Debtor will on demand of the Secured Party furnish the latter with a disclaimer or disclaimers, signed by all persons having interest in the real estate, of any interest in the collateral which is prior to Secured Party's interest

Secured Party	Date	File Number

(2) GENERAL PROVISIONS

Notes

(2a) Notes, if any, executed in connection with this agreement, are separate instruments and may be negotiated by Secured Party without releasing Debtor, the collateral, or any guarantor or co-maker Debtor consents to any extension of time of payment If there be more than one Debtor, guarantor or co-maker of this agreement or of notes secured hereby, the obligation of all shall be primary, joint and several

Non-Waiver

(2b) Waiver of or acquiescence in any default by the Debtor, or failure of the Secured Party to insist upon strict performance by the Debtor of any warranties or agreements in this security agreement, shall not constitute a waiver of any subsequent or other default or failure

Notices

(2c) Notices to either party shall be in writing and shall be delivered personally or by mail addressed to the party at the address herein set forth or otherwise designated in writing

Law Applicable

(2d) The Uniform Commercial Code shall govern the rights, duties and remedies of the parties and any provisions herein declared invalid under any law shall not invalidate any other provision of this agreement These instruments are governed by the laws of the State of Vermont

Default

(2e) The following shall constitute a default by Debtor

Nonpayment Failure to pay any principal or any installment of principal or of interest on the indebtedness or any notes or obligations including basic rent, late fees, service charges or any added rent under the above said Mobile Home Lot Lease Agreement when due

Violation Failure by Debtor to comply with or perform any provision of this agreement or any other agreement between the parties

Misrepresentation False or misleading representations or warranties made or given by Debtor in connection with this agreement

Levy Subjection of the collateral to levy of execution or other judicial process

Insolvency Commencement of any bankruptcy or insolvency proceeding by or against the Debtor or of any guarantor of or surety for the Debtor's obligations

Death Death of the Debtor or of any Guarantor of or surety for the Debtor's obligations

Impairment of Security Any reductions in the value of the collateral or any act of the Debtor which imperils the prospect of full performance or satisfaction of the Debtor's obligations herein

Remedies on Default

(2f) Upon any default of the Debtor and at the option of the Secured Party, the obligations secured by this agreement shall immediately become due and payable in full without notice or demand and the Secured Party shall have all the rights, remedies and privileges with respect to repossession, retention and sale of the collateral and disposition of the proceeds as are accorded to a Secured Party by the applicable sections of the Uniform Commercial Code respecting "Default", in effect as of the date of this Security Agreement

Attorneys' Fees Etc Upon any default, the Secured Party's reasonable attorneys' fees and the legal and other expenses for pursuing, searching for, receiving, taking, keeping, storing, repairing, advertising, and selling the collateral shall be chargeable to the Debtor

Deficiency The Debtor shall remain liable for any deficiency resulting from a sale of the collateral and shall pay any such deficiency forthwith on demand

Monies Advanced If the Debtor shall default in the performance of any of the provisions of this agreement on the Debtor's part to be performed, Secured Party may perform same for the Debtor's account and any monies expended in so doing shall be chargeable with interest to the Debtor and added to the indebtedness secured hereby

Seizure

In conjunction with, addition to or substitution for those rights, Secured Party, at his discretion, may enter upon Debtor's premises peaceably by Secured Party's own means or with legal process and take possession of the collateral, or render it unusable, or dispose of the collateral on the Debtor's premises and the Debtor agrees not to resist or interfere

Assembling Collateral

In conjunction with, addition to or substitution for those rights, Secured Party, at its discretion, may require Debtor to assemble the collateral and make it available to the Secured Party at a place to be designated by the Secured Party, reasonably convenient to both parties (Debtor agrees that the Secured Party's address as set forth is a place reasonably convenient for such assembling)

Notice of Sale

In conjunction with, addition to or substitution for those rights, Secured Party, at his discretion, may unless the collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made The requirements of reasonable notice will be met if such notice is mailed, postage prepaid, to the address of the Debtor shown above, at least three days before the time of sale or disposition

Assignment

(2g) Secured Party may assign this agreement and if assigned the assignee shall be entitled, upon notifying the Debtor, to performance of all of Debtor's obligations and agreements hereunder and the assignee shall be entitled to all of the rights and remedies of the Secured Party hereunder Debtor will assert no claims or defenses Debtor may have against the Secured Party against the assignee

Financing Statement

(2h) The Secured Party is hereby authorized to file all Uniform Commercial Code Financing Statements and other documents Secured Party deems necessary to perfect or continue its security interest in the collateral

Captions

(2i) The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this agreement nor the intent of any provisions thereof

The terms, warranties and agreements herein contained shall bind and inure to the benefit of the respective parties hereto, and their respective heirs, legal representatives, successors and assigns

The gender and number used in this agreement are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural

IN WITNESS WHEREOF , the Parties have respectively signed and sealed these presents the day and year first above written

Witness _____

Witness _____

DEBTOR

Brian Hedding
Print Name

By _____
Signature

Witness _____

Witness _____

DEBTOR

Fredie Byrd
Print Name

By: _____
Signature

Witness _____

Witness _____

SECURED PARTY
RAN-MAR CORPORATION

By _____
Signature

Waiver by Landlord and/or Others

The undersigned, being the owner, mortgagee, landlord and/or lessor of the Debtor's premises, and knowing that the Secured Party relies hereon, does hereby waive, relinquish and release to the Secured Party or any holder of the security agreement all right of levy or distraint for rent and all other claims and demands of every kind which the undersigned has or may have against the collateral, this waiver to continue until termination of the security agreement

WITNESS the hand and seal of the undersigned this _____ day of _____ , 19____

_____

_____

Guarantee

The undersigned guarantees prompt and full performance and payment according to the tenor or the within agreement, to the holder hereof, and, in the event of default, authorizes any holder hereof to proceed against the undersigned, for the full amount due including reasonable attorneys' fees and hereby waives presentment, demand, protest, notice of protest, notice of dishonor and any and all other notices or demand of whatever character to which the undersigned might otherwise be entitled The undersigned further consents to any extension granted by any holder and waives notice thereof If more than one guarantor, obligation of each shall be joint and several

WITNESS the hand and seal of the undersigned this _____ day of _____ , 19____

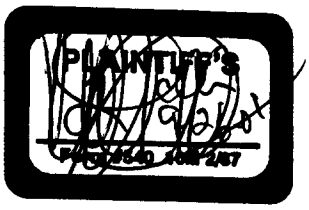
_____
(print name)

_____(L S)

_____
(print name)

_____(L S)

RAN-MAR CORPORATION
2 PARTRIDGE ROAD
BARRE, VERMONT 0564
802-223-9571



LEASE AGREEMENT
MOBILE HOME LOT

DESCRIPTION AND LIMITATIONS

(1) RAN-MAR CORPORATION, hereinafter referred to as Owner, (throughout this lease agreement, the term Owner shall include by implication, agents, or employees of the Owner, acting in behalf of the Owner), hereto, hereby, leases to,

name & address label	Brian Hedding Fredie Byrd (names) Northfield Falls Park Lot 3 address Northfield Falls VT 05664 town/city, state, zip

if more than one, jointly and severally, hereinafter referred to as Tenant, a certain mobile home lot "AS-IS", hereinafter referred to as Lot, in the, Northfield Falls,
(name of park)

hereinafter referred to as Mobile Home Park, located in, Northfield,
(town or city)

County of Washington, State of Vermont, subject to the terms and conditions of this lease agreement, hereinafter referred to as Lease

IN CONSIDERATION of the mutual covenants and agreements herein contained, and other valuable consideration, the parties hereto, hereby, agree as follows

(a) This Lease refers to Lot number 3, located in the above said Mobile Home Park

(b) This Lease shall become effective on the 1 day of February, 1998, and shall continue in force and effect, subject to the terms and conditions herein contained

(c) Tenant's Mobile Home shall be regularly occupied by no more than one (1) person per ONE HUNDRED AND SIXTY (160) square feet of living space except, in those cases of extreme emergency, with the prior written permission of the Owner. Temporary occupancy by

additional persons, upon prior requests to Owner, will be allowed only so long as it does not adversely effect any other tenants or the management of the park and does not exceed two (2) weeks in duration

(d) The Owner reserves the right to terminate a Lease, or to prohibit subleasing, or to refuse to accept a new tenant, consistent with the provisions of the terms of this Lease, if, it reasonably appears that the number of individuals occupying, inhabiting, or otherwise sharing, or planning on sharing, occupying, or inhabiting a mobile home, creates, or will create, a violation or conflict of the terms of this Lease, or a danger to the health, welfare, and safety of the Mobile Home Park residents

SECURITY AGREEMENT & DEPOSIT

(2) As security for the full and faithful performance by Tenant, for Tenant's obligations of the terms herein, Tenant shall

(a) Upon signing this Lease, execute a Security Agreement which grants Owner a security interest in Tenant's Mobile Home

(b) Upon signing this Lease, pay, in U S DOLLARS, to the Owner, the sum of, Two hundred ninety-two 00/100 DOLLARS ($292.00), as security for the full and faithful performance by Tenant, of the terms hereof, which sum shall be refundable to the Tenant at the termination of this Lease, provided that the Tenant surrenders the Lot to the Owner in as good a state and condition as it was at the commencement of the Term, reasonable use and wear thereof, and damage by the elements excepted, and, provided that the Tenant has not caused any damage to the Lot, or Mobile Home Park, or any part thereof, and, further provided that the Tenant has complied fully with the terms of the Lease, up to, and including the date of termination The Owner shall return said security deposit along with a written statement itemizing any deductions, without interest, to the Tenant, within fourteen (14) days from the date on which Tenant removes the Mobile Home along with all trash, skirting, blocking, fuel tanks and any other personal property of Tenant's from the Mobile Home Park and terminates the Lease for the Lot on which the Mobile Home was located, or delivers to the Owner an executed Bill of Sale transferring ownership of the Mobile Home which is to remain in the Mobile Home Park for an individual who has entered into a Lease for the Lot with the Mobile Home Park Owner, or has been removed from the park, together with the Mobile Home pursuant to a Writ of Possession If Owner sells or transfers the Mobile Home Park, Owner may give the security to the buyer, or transferer In such an event, Tenant will look only to said buyer or transferer for the return of the security Security deposits shall not be used for last months rent

RENTAL CHARGES

(3) The basic rent for the use of the Lot as of the effective date shall be, Two hundred ninety-two 00/100 DOLLARS ($ 292 00), per month, and shall be payable, in U S DOLLARS, in advance, on or before the first (1st) day of each month Owner need not give notice to pay the basic rent The basic rent must be paid when due, in full Tenant may be required to pay other charges to Owner under the terms of this Lease, they are to be called added rent. This added rent is payable as rent, together with the next monthly rent due If Tenant fails to pay the added rent on time, Owner shall have the same rights against Tenant as if it were a failure to pay rent There will be a twenty dollar ($20 00) late fee due, as added rent, for rent which is received after the fifth (5th) day of each month, and a twenty ($20 00) service charge due, as added rent, for returned checks for any reason

In addition to the basic rent, there shall be the following additional monthly charges for utilities and reasonable incidental services, which shall be paid with the basic rent If Tenant fails to pay the additional monthly charges on time, Owner shall have the same rights against Tenant as if it were a failure to pay rent

(specify service and amount, if none, so state)

(a) _____

(b) _____ NONE

(c) _____

(d) _____

(4) The Tenant shall pay the basic rent, any late fees or service charges incurred, or any added rent, together with any additional monthly charges to the Owner, at either the Owner's office, or mail to Ran-Mar, Inc , P O. Box 853, Barre, Vermont 05641, or to such other place that Owner may designate

TERM AND CHANGES IN LEASE

(5) This Lease is for an unspecified term, hereinafter referred to as Term, and shall continue in force and effect from month to month until such time as it is terminated in any of the ways or events set forth in this section or the section entitled "Eviction" occur

(a) This Lease or any portion thereof may be terminated at any time by mutual consent of the parties, which consent must be in writing and signed by all parties

(b) The Tenant may terminate this Lease by giving the Owner notice in writing one (1) rental period in advance of the Tenant's intention to terminate the Lease and remove Tenant's Mobile

Home and personal property from the Lot. If the Mobile Home or any of the Tenant's personal property is situated on the Lot on the day when rent is first due, Lot rent shall be due in full for that entire rental period Under no circumstances will the rent be prorated

(c) The Owner may terminate this Lease if there is going to be a change in the use of the leased Lot, or parts of it, or a termination of the Mobile Home Park In such a case, the Owner shall give Tenant such notice as is required by law

(6) Upon the notification by the Tenant of the Tenant's intention to terminate this Lease, the Owner, or the Owner's agent, shall have the privilege of displaying "For Rent" signs on the Lot, and show the property to prospective purchasers The Tenant may at any time post a "For Sale" sign on the Tenants Mobile Home However, it is the Tenants responsibility to insure that any sign is in conformity with all applicable laws

(7) The Owner may change any portion of this Lease, or any term of this Lease, other than the basic rent, and any additional monthly charges for utilities, etc , by delivering a written copy of any change to the Tenant, at least thirty (30) days before such change is to take effect

(8) The Owner has established a uniform rent schedule which affects all lots in the Mobile Home Park simultaneously, and may change the basic rent, and any additional monthly charges, on January 1st of each year, or as otherwise provided by law Furthermore, the initial Lease for a new Tenant may include the anticipated increase in the basic rent, and any additional monthly charges, at the time it occurs for the other Lots Any change in the basic rent, or additional monthly charges, shall be by written notice to the Tenant, at least sixty (60) days prior to the date on which said changes are to take effect

(9) At the termination of this Lease, the Tenant will quit and surrender said Lot, in as good a state of condition as it was at the commencement of the Term, reasonable use and wear thereof, and damage by the elements excepted, with all trash removed

BANKRUPTCY

(10) If Tenant assigns property for the benefit of creditors, or Tenant files a voluntary petition, or an involuntary petition is filed against Tenant, under any bankruptcy or insolvency law, or a trustee or receiver of Tenant, or Tenant's property is appointed, Owner may give Tenant sixty (60) days notice of cancellation of the Term of this Lease If any of the above is not fully dismissed within sixty (60) days, the Term shall end as of the date stated in the notice Tenant must continue to pay rent, damages, losses, and expenses, without offset

GOODS AND SERVICES

(12) The Tenant may purchase goods and services to be used in and around the Tenant's Mobile Home from vendors of the Tenant's

choice, provided that the vendors observe all rules of the Owner contained in this Lease The Owner may set standards for materials to be used, or service to be performed by vendors, where such standards are necessary to protect the health, safety, or welfare of the Tenant, or other residents of the Mobile Home Park However, nothing contained in this Lease, shall prohibit the Tenant from contracting with the Owner for the sale or supply of any goods and service

SALE OF A MOBILE HOME

(13) The Tenant may sell Tenant's Mobile Home located in the Mobile Home Park. If said Mobile Home is to remain in the Mobile Home Park, it may be sold or transferred only in accordance with the following procedures

(a) Thirty (30) days prior to any sale, the Tenant shall notify the Owner, by certified or registered mail, of the name and the address of the person to whom Tenant intends to sell Tenant's Mobile Home No mobile home narrower than twelve feet in width (12'W) may be sold or sublet, and be allowed to remain in the Mobile Home Park

(b) The prospective purchaser must agree to sign the current Lease Agreement that is then in force and effect The prospective purchaser shall be interviewed and required to fill out an application by the Owner, for purposes of verifying references, credit worthiness, etc Tenant's willingness to sell a Mobile Home to a prospective purchaser, does not guarantee the purchaser the right to move into the Mobile Home and continue the existing tenancy, unless said prospective purchaser qualifies under existing terms of the Mobile Home Park

(c) The prospective purchaser will not be allowed to move into a mobile home being sold by a Tenant until such time as arrangements have been made to render current all existing rental charges of the Owner, against the existing Tenant, and that the prospective purchaser has executed the current Lease agreement

SUBLETTING

(14) The Tenant shall not sublet Tenant's Mobile Home without the prior express written permission of the Mobile Home Park Owner, which permission shall not unreasonably be withheld, so long as the prospective sublessee agrees to submit to an interview with the Mobile Home Park Owner, furnish any credit and/or previous landlord references which the Mobile Home Park Owner may desire, and sign and abide by the terms and conditions of the current Lease Agreement Further, the sublessee shall agree to pay any Lot rental charges directly to the Mobile Home Park Owner, and throughout the term of any sublease, the Tenant shall remain fully liable for the performance of this Lease Agreement No Mobile Home narrower than twelve feet in width (12'W) may be sold or sublet, and be allowed to remain in the Mobile Home Park

EVICTION

(15) A Tenant may be evicted from the Mobile Home Park only for, nonpayment of rent, a substantial violation of the terms of this Lease, a substantial violation of the rules and regulations of the Mobile Home Park as contained in this Lease, if there is a change in the use of the leased Lot, or parts thereof, a termination of the Mobile Home Park, or as otherwise provided by law Said eviction may take place only in accordance with the following procedures

(a) A Tenant may be evicted only in accordance with the law, and not by force, or any other self-help measure

(b) Prior to the commencement of any eviction proceeding, the Owner shall notify the Tenant, by certified mail, for the grounds of an eviction proceeding, or that an eviction proceeding may be commenced if the Tenant does not pay overdue rent within twenty (20) days of the date of mailing of said notice Acceptance of any partial payment of rent, shall not constitute a waiver of the Owner's remedies for nonpayment of rent

(c) A substantial violation of the Lease terms, or an additional nonpayment of rent occurring within six (6) months of giving of the last notice for nonpayment of rent, may result in immediate eviction proceedings

(d) Except for eviction for nonpayment of rent, an eviction proceeding for a substantial violation of the terms of this Lease may only be brought within sixty (60) days of the last alleged violation

DISCRIMINATION

(16) The Owner shall comply with the "Vermont Fair Housing and Public Accommodations Act" and shall not discriminate against any Tenant for reasons of; race, religion, color, sex, marital status, handicap, national origin, because a person is a public assistance recipient, because of intent to occupy with minor children, or age, except as provided by law.

TAXES

(17) The Owner agrees to pay all real estate taxes assessed on the Lot itself during the period of this Lease, however, the Tenant agrees to pay all taxes assessed on Tenant's Mobile Home, personal property, and on any improvements made by Tenant

INSURANCE, LIABILITY

(18) Tenant shall be solely responsible for insuring against loss or damage by theft, fire, flood, or other calamity, and all personal property of Tenant, including Tenant's Mobile Home. Tenant agrees to protect and save Owner harmless from any claims for injury to property or person resulting from accident, or other happening on the leased Lot or within the Mobile Home Park, including any costs

and/or attorney's fees incurred by Owner in connection with same Owner is not liable for loss, expense, or damage, to any person or property, unless it is due to Owner's negligence

OWNER'S ACCESS TO LOT

(19) The Owner has the right to have access to the Lot which is the subject of this Lease The Tenant, and every resident of the Mobile Home situated on the Lot, hereby agrees to permit such access as outlined below.

(a) The Owner may enter the Lot with the Tenant's consent, which shall not be unreasonably withheld

(b) The Owner may enter the Lot between the hours of 7 00 a m and 7 00 p.m on no less than twelve (12) hours' notice to inspect the premises, to make necessary and agreed repairs, alterations or improvements, to supply agreed services, to exhibit the Lot to prospective or actual purchasers, mortgagees, tenants, workers, or contractors

(c) The Owner may enter the Lot without notice or permission, if, in the course of performing repairs in the Mobile Home Park, the Owner discovers that it is necessary to enter a Lot to complete the repairs, provided that the Owner could not reasonably have foreseen the necessity to enter the Lot at the time the repairs were commenced The Owner shall attempt to obtain permission from the Tenant before entering the Lot, at a minimum, by attempting to contact the Tenant at any telephone number the Owner has for the Tenant

(d) The Owner may enter the Lot or the Mobile Home without notice or permission when the Owner reasonably believes that there is a likelihood of imminent injury to any person, damage to property or interruption of utility services

ABANDONMENT

(20) The abandonment of the Lot, or Tenant's Mobile Home, shall be deemed to be a substantial violation of the terms of this Lease Agreement and may result in immediate eviction proceedings Tenant shall be liable to Owner for any damages, including, but not limited to, transportation costs, storage costs, repairs, broker's fees, attorney's fees, advertising, preparation for renting, loss of rent, any added rent, and additional monthly charges sustained by Owner Tenant shall be deemed to have abandoned the Lot and/or Tenant's Mobile Home if all of the following conditions exist

(a) A reasonable person would believe that the Mobile Home is not occupied as a residence,

(b) the rent for the Lot is at least thirty (30) days delinquent,

(c) the Owner has attempted to contact the Tenant at the Tenant's Mobile Home, last known place of employment and last known mailing address without success

(21) DELETED AND INTENTIONALLY LEFT BLANK

RESPONSIBILITIES OF OWNER

(22) The Owner shall enforce all the terms of this Lease Agreement uniformly as to all tenants The Owner shall permit Tenant the quite enjoyment of the leased Lot The Owner shall provide Tenant with cold water, sewer and electrical connections

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RESPONSIBILITIES OF TENANT

(24) The Tenant shall be responsible for the maintenance of Tenant's driveway, including snow removal, and the mowing of Tenant's lawn

(25) The Tenant shall be responsible for the installation and maintenance of all utilities, electrical service, telephone service, and cable TV, which the Tenant desires The Tenant shall be responsible for the payment of all utilities, telephone, and cable TV charges

(26) As Owner provides cold water for domestic use, the Tenant shall maintain its Mobile Home water system and the Owner's water supply pipe in accord with the following

(a) As heretofore stated, Tenant shall maintain its Mobile Home water system and fixtures in good working order and repair at all times Tenant shall not cause or permit water to be wasted by leaking or dripping faucets, continuously running toilets, or other unnecessary usage Owner shall have the right upon reasonable notice to Tenant to inspect the Tenant's Mobile Home for violations Should Tenant fail to cure any violation within forty eight (48) hours of actual notice from Owner to Tenant of said violation then Owner shall have the right to collect from Tenant as added rent all damages or expenses incurred by Owner in connection with or arising from excess water usage, including any associated sewer expenses, and, to shut off Tenants water supply until remedies have been satisfactorily completed

(b) Tenant shall be responsible for insulating, and for wrapping with a heating tape, Tenant's and Owner's water supply pipe In order to avoid damage to plastic piping, "FROSTEX" brand heating tape is the only approved heating tape to be used in the Mobile Home Park The Owner's water supply pipe shall be wrapped with heating tape and insulated to a minimum depth of two (2) feet underground In the event of a failed or improperly installed heating tape, the Tenant shall be liable for any damages and repairs caused by freezing of said water pipe(s) THE CONTINUOUS RUNNING OF WATER BY TENANT, FOR THE PREVENTION OF FROZEN WATER PIPES SHALL BE CONSIDERED UNNECESSARY USAGE AND SHALL NOT BE PERMITTED AT ANY TIME, AND SHALL BE CONSIDERED A SUBSTANTIAL VIOLATION OF THE TERMS OF THIS LEASE A VIOLATION OF THIS TERM SHALL BE GROUNDS FOR TERMINATION OF THIS LEASE, AND COMMENCEMENT OF EVICTION PROCEEDINGS

(27) Tenant shall be responsible for all electrical connections including wire, from the Owner's breaker box or disconnect to the Tenant's Mobile Home Said connections shall be installed and inspected by a Master Electrician licensed in the State of Vermont, and shall meet all State and Local codes

(28) The Tenant shall be responsible for any damage or injury to the Lot or the Mobile Home Park, caused by negligence, or a wrongful act, or omission, of the Tenant, a member of his/her family, or person or persons on the Lot or within the Mobile Home Park with Tenant's consent The Tenant's responsibility shall extend to such damage or injury as may be caused in connection with the moving in or out of the Lot, and/or Mobile Home Park The Tenant shall hold the Owner harmless and indemnify the Owner, for all injury to persons or property, or for damages and costs, including reasonable attorney's fees, caused by Tenant's intentional or negligent acts or omissions of those under Tenant's custody or control, including lawful invitees

(29) The Tenant shall be responsible for the conduct in the Mobile Home Park of the Tenant, Tenant's family, agents, guests, or any other person in the Mobile Home Park, with the permission, under the direction, or for the benefit of the Tenant Said individuals shall not engage in any conduct which adversely affects any other park resident, or the operation of the Mobile Home Park Tenant will be required to respect the privacy and lot lines of other tenants lots Loud noise, music, etc whether mechanically or naturally produced, is to be kept at a level where it does not interfere with the quiet peace and enjoyment in other park residents mobile homes Intoxication, or violations of law which create hazards of health, or safety to other tenants of the Mobile Home Park, or which create a public, or private nuisance will not be tolerated Complaints from other tenants that there has been a violation of this section may be sufficient grounds for the Owner to commence eviction proceedings for termination of this Lease Agreement

(30) The Tenant shall comply, at Tenant's expense, with all present and future laws, orders, rules, requests, and regulations of Federal, State, County and Municipal authorities, insurers, or similar groups, which affect the use or occupation of the Mobile Home

RULES AND REGULATIONS

(31) The Tenant shall abide by the following rules and regulations in connection with the use and occupancy of Tenant's Mobile Home and Lot

(32) No mobile home narrower than fourteen feet in width, by fifty feet in length (14'W x 50'L), or wider than sixteen feet in width, by eighty feet in length (16'W x 80'L), will be allowed to enter the Mobile Home Park Certain mobile home Lots may or may not be suitable for a particular size mobile home, in such an instance, it will be at the Owners discretion as to whether or not a mobile home may be placed on the Lot.

(33) No mobile home older than twenty (20) model years will be allowed to enter the Mobile Home Park. Furthermore, before any new

or used mobile home is moved into the Mobile Home Park, it shall be subject to inspection by the Owner. The Owner may refuse a mobile home entry into the Mobile Home Park based on the aesthetic effects to the Mobile Home Park in general

(34) No mobile home shall be moved in or out of the Mobile Home Park without the direct supervision of the Owner Failure to abide by this regulation may result in the home being removed from its Lot position, and resituated to the Owner's satisfaction, at Tenant's expense Further, because of the potential damage to the Mobile Home Park facilities, including streets and roads, mobile homes shall not be moved in or out of the Mobile Home Park from March 1st through April 15th of any year, without the Owners prior written consent

(35) Any damage to lawns, shrubbery, roads, etc., caused by the moving of a mobile home in, or out, of the Mobile Home Park, that is not immediately repaired by the Tenant, or his agents, will be repaired by the Owner, and the cost of said repairs, shall be due the Owner At the option of the Owner, the cost of said repairs, shall be either, deducted from the security deposit, or be deemed as added rent and added to the next months rent

(36) Any and all complaints regarding the Mobile Home Park, or other park residents in the Mobile Home Park, shall be in writing and signed by the Tenant making the complaint Said complaint shall contain the time, date, names of individuals involved, and a brief description of the occurrence giving rise to the complaint, and shall be mailed or delivered directly to the Owner

(37) The Tenant shall use the leased Lot and maintain Tenant's Mobile Home in a good husbandlike manner, keeping the Lot neat, clean, in good order and repair, and in such a manner as not to be detrimental to any other park resident, or to the operation of the Mobile Home Park for, health, safety, or aesthetic reasons

(38) Tenant's guests, and other visitors, whether adult or children, are not allowed to trespass across other Lots, or in vacant areas of the Mobile Home Park The designated streets shall be used rather than cutting across the lawns or Lots of other park residents, or other areas under the control of the Owner

(39) Mobile homes shall be used for private-residential use only No business activities, including baby-sitting or laundry service for others, will be allowed within the Mobile Home Park

(40) The Tenant shall not construct, erect, or place upon the leased Lot, or to the Mobile Home, any type of building, carport, porch, deck, masonry, fence or awnings, etc , nor shall the Tenant make any modifications, alterations, additions, deletions, or other changes, etc , whether of a structural, or nonstructural nature, to the Lot, without the express written consent of Owner Any such modifications, alterations, etc., which have been approved by the Owner, shall be made at the Tenant's sole cost and expense. Any said modifications, alterations, etc , which are of a permanent nature to the Lot itself, shall at the option of the Owner become the sole property of the Owner at the termination of this Lease Tenants will

be allowed one (1), tool/utility building that is not to exceed eight feet in width, by ten feet in length, by eight feet in height (8'W x 10'L x 8'H), and one (1) deck to be located on the main entrance to the Mobile Home that is not to exceed ten feet in width, by twelve feet in length (10'W x 12'L) and that is constructed of a design, and of materials, pre-approved by the Owner, in writing, prior to its construction

(41) The Tenant may arrange the leased Lot in an attractive manner to suit the Tenant, insofar as the lawn, flowers, or shrubs are concerned

(42) Tenant must keep the Lot clean, grass cut, trimmed and weeded, and the Tenant shall not allow trash, or other objects to accumulate, or be stored on the patio, or under the Mobile Home Failure to comply with this regulation will result in the Owner performing the tasks in question, including removal of the trash, etc , and charging the Tenant a reasonable charge therefor, which will be deemed as added rent and be due with the next months rent In addition, the Tenant shall not allow any matter to be placed upon the Lot which would damage the sod, lawn, or landscaping Neither tents nor swimming pools are allowed to be erected at any time within the Mobile Home Park, without the Owner's prior written consent

(43) There shall be no plowing, digging, excavating, rototilling, or other disturbance, or modification of the topographical contours of the Lot area, or any common area, without the Owner's prior written consent

(44) No trees are to be planted, cut, or trimmed, without the Owner's prior written consent

(45) The Tenant's Mobile Home must be skirted with materials approved by the Owner, and in color tone with the Mobile Home, within thirty (30) days after arrival at the Mobile Home Park, weather conditions permitting Materials of a vinyl substance are the only approved skirting materials to be used on any new installation or complete replacement The finished skirt must be kept neat appearing, and not be a detriment to the aesthetic appearance of the Mobile Home Park in general The area under the Mobile Home may not be used as a storage area until skirting is installed

(46) No pets or animals shall be permitted within the Mobile Home Park, with the sole exception of small birds, fish, and one (1) cat per household Under no circumstances shall dogs, of any kind, whether confined within the Mobile Home or not, be allowed in the Mobile Home Park If a pet becomes a nuisance, or dangerous to other tenants, it must be permanently removed from the Mobile Home Park upon thirty (30) days notice in writing, from the Owner.

(47) Maximum vehicular speed within the Mobile Home Park is five (5) miles per hour Speeding or reckless operation of vehicles, including noisy or reckless starts or takeoffs, will not be permitted Motorcycles will be prohibited on an individual basis if they are noisy and are otherwise causing a nuisance within the Mobile

Home Park Racing of automobile, or other combustion engines, is likewise not allowed in the Mobile Home Park

(48) The Tenant may park only two (2) currently registered motor vehicles within the Mobile Home Park area Tenant's vehicles shall be parked in driveways only, not on any grassy area or lawns Unregistered, inoperative, or disabled vehicles will not be permitted anywhere in the Mobile Home Park Damage to lawns or other property, caused by violation of this regulation, may result in the Owner effecting repairs, and the cost of same will be charged to the Tenant, and shall be deemed as added rent, and be paid with the next month's rent No repairing, overhauling, or washing of vehicles for others, will be permitted in the Mobile Home Park TO FACILITATE SNOW PLOWING, ALL VEHICLES MUST BE OFF THE STREET BETWEEN THE FIRST (1ST) OF NOVEMBER, AND THE FIFTEENTH (15TH) OF APRIL OF EACH YEAR Any unregistered, inoperative, disabled, or unauthorized vehicles, will be towed and stored at Tenant's expense Trucks over one (1) ton are not permitted within the Mobile Home Park area without the prior express written permission from the Owner

(49) The only vehicles allowed to be parked along the street or driveways are vehicles used for transportation on a regular basis Recreational vehicles, campers, camping trailers, trailers, boats or other such related equipment, which are used on other than a daily basis, shall not be kept upon the Lot Said vehicles shall be stored on other than Mobile Home Park property

(50) No snowmobiles or motorized vehicles, other than automobiles, may be operated in the Mobile Home Park, except for the sole purpose of leaving or entering the Mobile Home Park area

(51) Bicycles shall be operated in the Mobile Home Park area in a careful and prudent manner

(52) No hunting or shooting of firearms or other weapons is allowed in the Mobile Home Park

(53) The Tenant shall keep all garbage and trash in sealed plastic trash bags, which must be placed inside of plastic or metal trash cans, with a locking top No burning or dumping of same is allowed on Mobile Home Park property Tenant shall not allow trash, or other incapacitated items or refuse, to accumulate on the Lot

(54) All clothes reels must be set back of the Mobile Home

(55) No outside CB, television, short-wave radio, microwave dish or similar antenna, is to be erected in the Mobile Home Park. Cable TV is available through the local cable network

(56) Because of health and safety reasons, and the aesthetic problems created by the use of woodburning stoves and other woodburning appliances, within and around mobile homes within the Mobile Home Park area, no Mobile Home in the Mobile Home Park will be allowed to operate a woodburning fireplace, stove, or other appliance.

(57) Tenants may not have heating oil storage barrels in the Mobile Home Park. Tenant may have one (1), regular standard two hundred and seventy five (275) gallon vertical heating oil storage tank, or no more than two (2), one hundred (100) gallon propane or natural gas tanks. Submarine style propane or natural gas tanks are expressly prohibited within the Mobile Home Park Heating oil, propane/natural gas tanks, and cooking gas tanks, must be properly leveled and screened, and placed at the rear of the Mobile Home. If the preferred location is not possible, then the Owner shall be contacted for permission for an alternate location In the event the Owner is not contacted, and requires them to be moved, it shall be at the Tenant's expense.

(58) During the Term of this Lease, the Tenant shall not commit, or suffer any waste within the Mobile Home Park All water hoses shall be equipped with a nozzle which can be shut off

(59) Sanitary napkins or tampons, disposable diapers, coffee grounds, grease, or any other item, waste product, or refuse of which the Tenant's home plumbing is not designed, and the disposal of which adversely affects the waste disposal system of the Mobile Home Park, shall not be deposited in said system Any damage to the sewage or septic system caused by any of the above, will be repaired by Owner, at Tenant's expense, and be deemed as added rent, and be due with the next months rent

FAILURE TO GIVE POSSESSION

(60) If the Owner is unable to give possession of the Lot on the date of the commencement of the Term, because the prior tenant refuses to give up possession, or for any other reason, Owner shall not be liable for failure to deliver possession on said date, but the rent payable herein, shall be abated until Owner tenders possession to Tenant

(61) DELETED AND INTENTIONALLY LEFT BLANK

LOT DAMAGED OR DESTROYED

(62) If the Lot is damaged or destroyed so that the enjoyment of the Lot is subsequently impaired, the rent shall be proportionately paid up to the time of the casualty, and thenceforth shall cease until the date when the Lot has been repaired or restored by Owner, provided, however, that in the event of such substantial impairment, Owner, or Tenant, shall have the right to terminate the Term of the Lease by giving notice to the other of Tenant's exercise of such right at any time within thirty (30) days after the occurrence of such damages or destruction If the notice is given, the Term of the Lease shall terminate on the date specified in the notice, (which shall be not more than fifteen (15) days after the giving of such notice), as fully and completely as if such date were the date set forth in the Lease for the termination of the Lease and Tenant must immediately vacate the Lot. If neither party has given notice of termination as herein provided, Owner shall proceed to repair the Lot, and the Lease shall not terminate If the Lot shall be partially damaged, or partially destroyed, without substantial impairment of Tenant's

enjoyment of Lot, the damages shall be repaired by, and at the expenses of Owner, and the rent, until such repairs are made, shall be apportioned according to the part of the Lot which is usable by Tenant Owner shall not be liable for any inconvenience, or annoyance to Tenant, resulting in any way from such damage, or the repair thereof If the Lot is partially damaged, or partially destroyed as a result of the wrongful or negligent act of Tenant, a member of Tenant's family, or other person on the Lot with Tenant's tonsent, there shall be no apportionment or abatement of rent

LEGAL FEES

(63) If Tenant shall default in the performance of any provision of the Lease, on Tenant's part to be performed, or if Owner is required to take any action to enforce the Lease, or to defend the validity of, or interpret the Lease, then the Owner shall be entitled to recover all costs and expenses incurred thereby, including court costs and reasonable attorney's fees

WAIVER OF JURY, COUNTERCLAIM, SET-OFF

(64) Owner and Tenant hereby waive trial by jury in any action, proceeding, or counterclaim, brought by either party, against the other, pertaining to any matters whatsoever, arising out of, or in any way connected with, the Lease, or Tenant's use and occupancy of the Lot, other than an action for personal injury, or a property damage claim

NO WAIVER, ILLEGALITY

(65) The failure of Owner, to take any action against the Tenant, for violation of any of the terms of the Lease, shall not prevent subsequent acts of a similar nature from being a violation of the Lease No act or agreement to accept surrender of the Lot, from Tenant, shall be valid unless in writing signed by Owner

SUBORDINATION

(66) This Lease Agreement shall be and hereby is made subordinate to all existing leases, agreements, or mortgages between Owner and its lendors, and this Lease Agreement shall be subordinate to all terms, conditions, extensions, and renewals of said leases, agreements and mortgages, and further, Tenant hereby agrees to, and shall subordinate Tenant's Lease Agreement to, any future leases, agreements, or mortgages, made by Owner to secure money paid by lendors to Owner

NOTICES

(67) Any bill, statement, or notice, must be in writing, and delivered or mailed to the Tenant at the Lot, or to the Owner at the Owner's address. It will be considered delivered on the day mailed, or if not mailed, when left at the proper address If Tenant fails to correct a default after notice from Owner, Owner may correct it for Tenant, at Tenant's expense The sum Tenant must repay to the Owner will be deemed as added rent and will be due and payable with the next month's rent

PARAGRAPH HEADINGS

(68) The paragraph headings are for convenience only

ACCEPTANCE OF LEASE AGREEMENT

(69) This Lease and the Security Agreement contain the entire agreement and understanding between the parties There are no oral understandings, terms, conditions, or agreements, and neither party has relied upon any representation, express or implied, not contained in this Lease All prior understandings, terms, conditions, and agreements, are deemed merged in this Lease This Lease cannot be changed or supplemented orally If any provision of this Lease is found to be unenforceable, it shall have no effect of the enforceability of any of the remaining provisions The terms, conditions, and agreements, herein contained, shall bind and insure to the benefit of the respective parties hereto, and their respective legal representatives, successors, and assigns The gender and number used in this Lease are used as a reference term only, and shall apply with the same effect, whether the parties are of the masculine or feminine gender, corporate, or other form, and singular shall likewise include the plural Tenant's are jointly and severally liable for all terms of this Lease and the Security Agreement, including payment of rent

(70) IN WITNESS WHEREOF, the Parties have respectively signed and sealed these presents the 29 day of January, 19 98

RAN-MAR CORPORATION

BY _____
DULY AUTHORIZED AGENT

(72) I/We certify, that I/We have read this entire Lease Agreement, and received a signed copy of same, and understand and agree to all of its terms, conditions, and agreements

_____
TENANT

_____
TENANT