

ENDORSEMENT

Attached to Policy No. 5011300-0339116e

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of:

1. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title at Date of Endorsement as a result of the agreement dated April 25, 2015, recorded May 19, 2015 (Modification); and At Book 3200, Page 662
2. The lack of priority of the lien of the Insured Mortgage, at Date of Endorsement, over defects in or liens or encumbrances on the Title, except for those shown in the policy or any prior endorsement and except: [Specify exceptions, if any]


This endorsement does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses, by reason of any claim that arises out of the transaction creating the Modification by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws that is based on:

1. the Modification being deemed a fraudulent conveyance or fraudulent transfer; or
2. the Modification being deemed a preferential transfer except where the preferential transfer results from the failure
  - a. to timely record the instrument of transfer; or
  - b. of such recordation to impart notice to a purchaser for value or to a judgment or lien creditor.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date of Endorsement: May 27, 2015

FIRST AMERICAN TITLE INSURANCE COMPANY

By:   
Authorized Signatory

Doc # 0004170 May 19, 2015 9:59 AM

Register of Deeds, Carroll County

*Lisa Scott*

**FIRST AMENDMENT  
TO  
MORTGAGE AND SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT OF  
ASSESSMENTS**

Amendment made this 25 day of April, 2015 between Rock House Mountain Property Owners Association, Inc., a New Hampshire corporation with an address of P.O. Box 562, Center Conway, New Hampshire 03813 (the "Mortgagor"), and the State of New Hampshire with an address c/o the Department of Environmental Services, 29 Hazen Drive, P.O. Box 95, Concord, New Hampshire 03302-0095 (the "Mortgagee").

**RECITALS**

1. On June 2, 2011 the Mortgagee agreed to lend to the Mortgagor up to \$230,000 pursuant to a Loan Agreement dated June 2, 2011 (the "Loan Agreement"), which loan is evidenced by the Promissory Note of the Mortgagor dated June 2, 2011 in the principal amount of \$230,000 (the "Note") and secured by certain security instruments (as defined in the Loan Agreement, the "Security Instruments"), including, without limitation, a Mortgage and Security Agreement dated June 2, 2011 between the Mortgagor and the Mortgagee, recorded at Carroll County Registry of Deeds at Book 2935, Page 0803, pursuant to which the Mortgagor granted a mortgage of certain real property of the Mortgagor situated in Conway, Carroll County, New Hampshire (the "Mortgage") and a Collateral Assignment of Assessments dated June 2, 2011 of the Mortgagor to the Mortgagee recorded at Book 2935, Page 0818 (the "Collateral Assignment"); and

2. The Mortgagee is willing to increase the amount of the loan evidenced by the Note to \$830,000; provided that the Note, the Loan Agreement and the Security Instruments are amended pursuant to a Second Allonge to Promissory Note of even date between the Mortgagor and the Mortgagee and an Amendment to Loan Agreement and Security Instruments of even date among the Mortgagee to reflect the increased amount of the loan, to provide for certain other amendments and to provide for the security of the increased amount of the loan and provided that the Mortgage and the Collateral Assignment are amended pursuant to this Amendment to

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provide that the increased amount of the loan is secured by the Mortgage and the Collateral Assignment.

NOW THEREFORE, for consideration received, the Mortgagee agree as follows:

1. Amendment of Mortgage. Clause (i) of the first paragraph on page 1 of the Mortgage is hereby amended by replacing "Two Hundred Thirty Thousand Dollars (\$230,000.00)" with "Eight Hundred Thirty Thousand Dollars (\$830,000.00)" and by replacing "Promissory Note of the Mortgagor, in such principal amount of near or even date" with "Promissory Note dated June 2, 2011, as amended, in such principal amount".

2. Amendment of Collateral Assignment. The first sentence of recital paragraph A on page 1 of the Collateral Assignment is hereby amended by replacing it with the following:

A. The Assignor has executed and delivered to the Assignee a certain Promissory Note in the principal amount of \$230,000, which amount has been increased to \$830,000 by a Second Allonge to Promissory Note dated 4/25, 2015 (as amended, the "Note"), to evidence a lona financing the construction of certain water system improvements owned or operated by the Assignor serving members of the Assignor, who own residences in a residential development in Conway, New Hampshire, which property is more particularly described in Exhibit A annexed hereto (the "Premises").

3. Full Force. The Mortgage, as amended hereby, shall remain in full force and effect, and for consideration paid, the Mortgagor regrants with mortgage covenants the mortgage of the Premises as defined in the Mortgage is amended hereby.

Executed on the day and year first above written.

ROCK HOUSE MOUNTAIN PROPERTY OWNERS  
ASSOCIATION, INC.

Katharine Kay  
Witness

By: David Weyandt  
David Weyandt  
President  
Duly Authorized

Katharine Kay  
Witness

By: Natalie Drum  
Natalie Drum  
Treasurer  
Duly Authorized

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STATE OF NEW HAMPSHIRE

By: Thomas J. Burack  
Thomas Burack  
Commissioner  
Department of Environmental Services

STATE OF NEW HAMPSHIRE  
COUNTY OF Carroll

The foregoing instrument was acknowledged before me this 25 day of April, 2015 by David Weyandt, the President and Natalie Drum, Treasurer of Rock House Property Owners Association, Inc., a New Hampshire corporation, on behalf of the corporation.

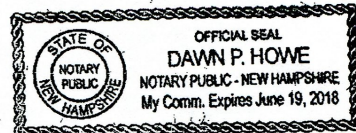
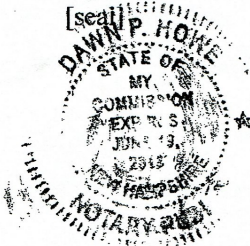


Katharine Perry Young  
Notary Public/Justice of the Peace  
Name:  
My commission expires:  
[seal]

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of May, 2015, by Thomas Burack as Commissioner, New Hampshire Department of Environmental Services on behalf of the State of New Hampshire.

Dawn Howe  
Notary Public/Justice of the Peace  
Name:  
My commission expires:



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