

Return to:
Dime Bank
290 Salem Turnpike
Norwich, CT 06360



RESIDENTIAL MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT made this 23rd day of May 2024, by and between **ZACHARY F. CASH**, of 257 Chesterfield Road, Oakdale, Connecticut 06370, hereinafter referred to as the "Borrower", and **DIME BANK**, a Banking Corporation organized and existing under the laws of the State of Connecticut, with its principal place of business at 290 Salem Turnpike, Norwich, Connecticut 06360, hereinafter referred to as the "Lender".

W I T N E S S E T H

WHEREAS, the Borrower has entered into a loan transaction with the Lender in the original principal amount of **FIVE HUNDRED AND FOUR THOUSAND (\$504,000.00) DOLLARS**, which loan is evidenced by a Promissory Note (the Note) executed and delivered by the Borrower to the Lender on November 10, 2022, and

WHEREAS, the Note is secured by an Open-End Mortgage Deed (the "Mortgage") granted by the Borrower to the Lender dated November 10, 2022, and recorded in Volume 689 at Page 660 of the Montville Land Records with respect to real property located at 257 Chesterfield Road, Oakdale, Connecticut (the "Property"), and more particularly described therein; and

WHEREAS, the Borrower and the Lender have agreed that Lender will release a portion of the Property thereby secured, upon a partial principal paydown by Borrower together with such other costs and fees attendant thereto,

NOW THEREFORE, in consideration of the mutual Covenants and Agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties covenant and agree as follows:

1. The Open Mortgage Deed is hereby amended and modified as follows:

a. The description of the Property described in Schedule A is herewith modified and amended to exclude that portion of the Property conveyed (or to be conveyed) to Michael Desaultels described in Schedule A-1, consisting of 19.64 acres.

2. The Borrower shall pay to Lender a partial principal paydown of **TWENTY ONE THOUSAND TWO HUNDRED SIXTY NINE and 57/100 (\$21,269.57)** together with Lender's other costs and fees.

3. Borrower acknowledges and agrees that no claims exist and no claims may be asserted against the Lender or its affiliates, directors, officers, employees, attorneys or agents for any special, indirect or consequential damages with respect to any breach or wrongful conduct (whether the claim therefore is based on contract, tort, or duty imposed by law) in connection with, arising out of, or in any way related to the transactions contemplated and the relationships established by the Promissory Note and Open-End Mortgage Deed or any act in any way related to the transactions contemplated and the relationships established by the Promissory Note and Open-End Mortgage Deed, or any act or omission or event occurring in connection therewith. Borrower hereby waives, releases and agrees not to sue upon any such claim or any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

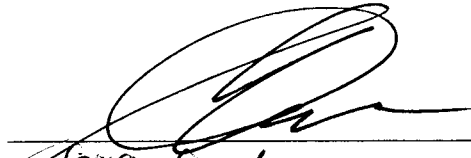
4. The Promissory Note and Open-End Mortgage Deed as hereinbefore modified are hereby ratified and confirmed by the Borrower and the Lender, and every provision, covenant, condition, obligation, right and power contained in and under the Promissory Note and Open-End Mortgage Deed, as amended and modified, shall continue in full force and effect, affected by this Agreement only to the extent of the modifications set forth above.

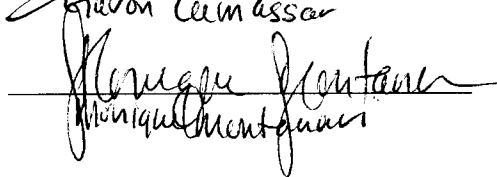
5. Borrower acknowledges and agrees as of the date hereof, they are legally and validly indebted to the Lender by virtue of the within referenced Promissory Note in the amount of **\$479,311.09**, plus interest accrued and accruing thereon, if any, and all costs and expenses of collection (including without limitation attorney's fees).

6. This Agreement may be executed in several counterparts each of which shall be considered an original instrument.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the year and day above first written.

BORROWER



Garon Camassar


Monique Montaner




Zachary F. Cash

STATE OF CONNECTICUT)

) ss. New London

COUNTY OF NEW LONDON)

On this, the 31st day of May, 2024, before me, the undersigned, personally appeared **ZACHARY F. CASH** known to me (or satisfactorily proven), signer and sealer of the foregoing instrument, who acknowledged that he executed the same for the purposes therein contained as his free act and deed, before me.



Garon Camassar
Commissioner of Superior Court

LENDER
DIME BANK

Matthew B. Rivera
MATTHEW B. RIVERA

By: Erica J. Winstead
Erica J. Winstead
Its Vice President

Rebecca Dewaine
Rebecca Dewaine

STATE OF CONNECTICUT)

) ss. Norwich

COUNTY OF NEW LONDON)

On this the 23 day of May 2024 , before me, the undersigned officer, personally appeared Erica J. Winstead, Vice President of Dime Bank, who acknowledged himself/herself to be the Lender, and as such being authorized to so do, executed the foregoing instrument for the purposes therein contained.

Rebecca Dewaine

Notary Public
My Commission Expires: Nov 30 2024

SCHEDULE A-1

Portion of 257 Chesterfield Road, Oakdale, CT To Be Conveyed to Michael Desautels

A certain piece or parcel of land with the improvements thereon (if any) located on the northerly side of Chesterfield Road and the southerly side of Ortega Drive in the Town of Montville, County of New London, State of Connecticut, said parcel being shown on a plan entitled, "Resubdivision Plan, Plan Prepared For: Zachary F. Cash, 257 Chesterfield Road, Montville, Connecticut, Scale: 1" = 40', Dated: October 9, 2023; Sheets 1-5", Plan prepared by Florek Surveying, LLC; Said parcel being more particularly described as follows:

Beginning at an ½" rebar w/ cap found on the northerly side of Chesterfield Road; said 5/8" rebar w/ cap being the southwesterly corner of the herein described parcel and the southeasterly corner of land, now or formerly, of Juan & Tara Lee Falcon;

Thence N 29°-56'-21" W, 125.08' feet along land of said Falcon to an ½" rebar w/ cap and land, now or formerly, of Nancy A. Clark;

Thence N 30°-01'-04" W, 162.02' feet along land of said Clark to an ½" rebar w/ cap and land, now or formerly, of Michael A. & Terri Desautels;

Thence N 13°-27'-10" W, 320.41' feet along land of said Desautels to an ½" rebar w/ cap;

Thence continuing N 13°-27'-10" W, 484.92' feet still along land of said Desautels to an ½" rebar w/ cap;

Thence S 87°-36'-25" W, 1000.00' feet along land of said Desautels to a point and land of the Grantor;

Thence N 08°-55'-53" W, 49.82' feet along land of said Grantor to a point and land, now or formerly, of Christine E. Job;

Thence N 86°-32'-59" E, 150.21' feet along land of said Job to a point and land, now or formerly, of Francis J. Ponton;

Thence N 86°-04'-39" E, 150.17' feet along land of said Ponton to a point and land, now or formerly, of Joseph Ross;

Thence N 85°-51'-41" E, 261.65' feet along land of said Ross to a point and land, now or formerly, of Dianne E. Williams;

Thence N 84°-48'-01" E, 228.83' feet along land of said Williams to a point and land, now or formerly, of Jonathon A. Swift;

Thence N 86°-52'-27" E, 128.38' feet along land of said Swift to a point;

Thence N 68°-06'-59" E, 12.11' feet still along land of said Swift to a point;

Thence N 80°-27'-36" E, 11.92' feet still along land of said Swift to an ½" iron pin at the westerly end of a stonewall and land, now or formerly, of Tadeusz J. & Charlene F. Kopu;

Thence N 80°-27'-36" E, 43.45' feet along land of said Kopu and a stonewall to a point;

Thence S 77°-31'-53" E, 63.56' feet along land of said Kopu and a stonewall to a point at the eastern end of a stonewall and land, now or formerly, of Dwight W. Jones, Jr. and Erica Swan;

Thence N 77°-41'-05" E, 129.25' feet along land of said Jones and Swan to a point;

Thence N 85°-24'-02" E, 85.81' feet still along land of said Jones and Swan to a point;

Thence S 78°-31'-11" E, 35.31' feet still along land of said Jones and Swan to a stump with bard wire;

Thence N 78°-55'-57" E, 61.61' feet still along land of said Jones and Swan to a point and the southwesterly terminus of Ortega Drive;

Thence N 68°-09'-49" E, 44.22' feet along Ortega Drive to an ½" iron pin at the southeasterly terminus of Ortega and land, now or formerly, of Cynthia E. Santacroce;

Thence S 82°-24'-28" E, 131.73' feet along land of said Santacroce to an ½" iron pin;

Thence S 89°-51'-36" E, 81.94' feet still along land of said Santacroce to an ½" iron pin;

Thence N 84°-17'-32" E, 120.49' feet still along land of said Santacroce to an ½" iron pin;

Thence N 83°-20'-58" E, 80.76' feet still along land of said Santacroce to an ½" iron pin and land, now or formerly, of the Connecticut Light & Power Company;

Thence S 19°-35'-57" E, 844.59' feet along land of said Connecticut Light & Power Company to a

point and the northerly line of Chesterfield Road;

Thence S 67°-01'-01" W, 235.13' feet along the northerly line of Chesterfield Road to a point;

Thence S 65°-45'-55" W, 201.70' feet along the northerly line of Chesterfield Road to a point and the southeasterly corner of land, now or formerly, of Nancy Anne Hubbert;

Thence N 32°-07'-21 W, 250.00' feet along land of said Hubbert to a point;

Thence S 66°-00'-15" W, 200.00' feet still along land of said Hubbert to a point;

Thence S 31°-37'-00" E, 262.00' feet still along land of said Hubbert to a point and the northerly line of Chesterfield Road;

Thence S 59°-25'-00" W, 200.00' feet along the northerly line of Chesterfield Road to the point and place of beginning.

Said parcel contains 19.64 acres or 855530 s.f.

