STATE OF MAINE

UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1

Approved by Secretary of State

NOT AN OFFICIAL DOCUMENT

BOOK 1862 PAGE 0253

INSTRUCTIONS

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee of $5.00.
3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 8½" x 8" x 14". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Financing statements of continual indentures etc., may be on any size paper that is convenient for the secured party.
4. If collateral is crops or goods which are or are to become fixtures, describe the real estate and if the debtor does not have an interest of record give name of record owner.
5. When a copy of the security agreement is used as a financing statement, it is required that it be accompanied by a completed but unsigned set of these forms, without extra fee.
6. At the time of original filing, filing officer should return third copy as an acknowledgement. At a later time, secured party may date and sign termination legend and use third copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 15253

Minority Title (If any):

1 Debtor(s) (Last Name First) and address(es)	2 Secured Party(ies) and address(es)
ELAN ONE, a Maine corporation R.R. #1, Box 370 Poland Spring, Maine 04274	PEOPLES HERITAGE SAVINGS BANK 481 Congress Street Portland, Maine 04104

For Filing Officer (Date, Time, Number, and Filing Office)

AUBURN, MAINE
ANDROSCOGGIN COUNTY REGISTRY OF DEEDS
RECEIVED OCT 15 1985
AT 9 H. 01 M. AND RECORDED IN
BOOK 1862 PAGE 0253
ATTEST:
REGISTER

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3 This financing statement covers the following types (or items) of property:

ALL OF THE TYPES AND ITEMS OF PROPERTY OWNED BY THE DEBTOR, LISTED AND/OR REFERRED TO IN SCHEDULE I ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE, LOCATED AT, USED AT OR ARISING IN CONNECTION WITH OR AFFIXED TO THE PREMISES SITUATED IN POLAND ~~SPRING~~, ANDROSCOGGIN COUNTY, MAINE, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED ON SCHEDULE II ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

ASSIGNEE OF SECURED PARTY
Name
Address

Check [X] if covered: [X] Products of Collateral are also covered AND PROCEEDS

No. of additional Sheets presented: 3

Filed with: ANDROSCOGGIN COUNTY REGISTRY OF DEEDS

Date: ~~August~~ 10/9, 1985

ELAN ONE, a Maine corporation

By: _____
Signature(s) of Debtor(s)
its President, Joseph Ricci

PEOPLES HERITAGE SAVINGS BANK

By: _____
Signature(s) of Secured Party(ies)
its Vice President, Peter H. Traill

FILING OFFICER COPY - ALPHABETICAL

FORM U. C. C. 1 OVER

Approved by Secretary of State, STATE OF MAINE

MARKS PRINTING HOUSE, PORTLAND, ME.

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SCHEDULE I
TO: UCC-1 Financing Statement

DEBTOR(S): ELAN ONE, a Maine Corporation
SECURED PARTY: PEOPLES HERITAGE SAVINGS BANK
DATE: September ____, 1985

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I. Plumbing, heating, lighting, refrigerating, ventilating and air conditioning apparatus and equipment, garbage incinerators and receptacles, elevators and elevator machinery, boilers, tanks, motors, sprinkler and fire extinguishing systems, door bells and alarm systems, screens, awnings, screen doors, storm and other detachable windows and doors, mantels, built-in cases, and other built-in equipment and fixtures now affixed to the premises, all equipment, furnishings, furniture, machinery, articles of personal property now or hereafter located on or used in connection with the premises and owned by the Debtor, as well as any replacements, additions, substitutions or accessions of or to the same, whether or not such property is subject to prior mortgages, conditional sales agreements, security agreements or other liens, together with all materials, supplies, lumber, machinery and all other tangible personal property used or usable in the construction of buildings or other improvements to the premises.

II. All rents, profits, revenues, royalties, bonuses, rights and benefits under any and all leases and tenancies now existing or hereafter created on or with respect to the premises or any part thereof, with the right to receive and apply the same to said indebtedness.

III. All judgments, awards of damages, and settlements hereafter made as a result or in lieu of any taking of the premises or any interest thereon or part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, including any award for change of grade of streets.

IV. All present and future contracts for design, supervision and/or construction of buildings and/or improvements on the premises above referred to.

V. All additions, substitutions, acquisitions, accessions and replacements of and to the said collateral and all similar properties.

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Two certain lots or parcels of land with the buildings thereon, situated in Poland, County of Androscoggin and State of Maine, bounded and described as follows:

Parcel One. Beginning at an iron post set in a stone wall at the corner of the second parcel of land described in a deed from Hiram Ricker & Sons to Else R. Strauss dated May 10, 1949, recorded in the Androscoggin County Registry of Deeds in Book 626, Page 152, and thence the line runs in a northeasterly direction along the boundary line between the land hereby conveyed and said property conveyed to Strauss, a distance of five hundred and eighty (580') feet to a point; thence the line runs in a southeasterly direction maintaining a course parallel to the aforementioned stone wall a distance of one thousand five hundred (1,500') feet to a point; thence the line runs in a southwesterly direction maintaining a course parallel to the first course above described to the road leading from the North Raymond Road, so-called to the former Strauss premises known as Rolly's Camp; thence the line runs in a northwesterly direction along said road leading to Rolly's Camp, so-called, to the entrance to said Rolly's Camp marking the southeasterly end of the aforementioned stone wall and the property line between the property hereby conveyed and other property formerly of said Strauss known as Rolly's Camp; thence the line runs in a northwesterly direction along the second parcel of land described herein being a stone wall a distance of three hundred thirty-two (332') feet to the iron post marking the point of beginning.

Parcel Two. Beginning at a point about one-quarter mile northerly from the main road leading from Range Hill to North Raymond at a point where an old road leads to the number six (6) lot and at a point where said old wood road joins with the land described as Parcel One above; thence the line runs in a northwesterly direction along said first parcel and along land formerly of Hiram Ricker & Sons to an iron post set in the ground near the shore of Upper Range Pond; thence the line runs in a southwesterly direction roughly parallel with the shore of said pond a distance of four hundred eighty-two (482') feet, more or less in a straight line and to a point on the shore marked by an iron stake set in the ground, which iron stake designates the most northerly corner of a triangular parcel of land conveyed by these Grantors to Robert D. MacKerron by deed dated January 24, 1974, to be recorded herewith in said Registry of Deeds; thence the line runs in a general southeasterly direction along said triangular parcel conveyed to Robert D. MacKeeron (said line to be marked by a wood and

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wire fence) a distance of two hundred sixteen (216') feet, more or less, to a stake and stones designating the most southerly corner of said triangle and the most easterly corner of a parcel of land conveyed by these Grantors to said Robert D. MacKeron by deed dated September 26, 1972, recorded in said Registry of Deeds in Book 1078, Page 20; thence the line runs in a southwesterly direction along the premises described in said recorded deed to Robert D. MacKerron and along the southwesterly line of land conveyed by these Grantors to Mark Alan Willis et al by deeds dated November 3, 1971, recorded in said Registry in Book 1043, Page 594 and Book 1043, Page 597, a distance of slightly more than one hundred (100') feet to an iron post set in the ground in a wire fence which iron post constitutes the point of beginning as contained in a mutual dividing line established by exchanged deeds between Else R. Strauss and Iva Hunnewell dated November 8, 1945, recorded in said Registry in Book 570, Page 31, and Book 570, Page 30; thence the line runs in a southeasterly direction along said wire fence a distance of four hundred and fifty-eight and five tenths (458.5') feet to an iron pin; thence the line runs in a southeasterly direction along said wire fence a distance of three hundred sixty-seven and two tenths (367.2') feet to the terminus of the third course as it was actually described in the third parcel contained in a deed given by Else R. Strauss to Charles R. King dated September 10, 1959 and recorded in said Registry in Book 812, Page 66; thence the line runs in an easterly direction along said old wood road to the point of beginning. Also including any land between extensions northwesterly of the first and third courses above described to the low water mark of Upper Range Pond.

This conveyance includes a perpetual easement to use the right of way described in a deed given by Elmer W. Chipman to Else R. Strauss dated December 30, 1935 and recorded in said Registry in Book 455, Page 119, in common with Charles R. King, his heirs and assigns.

ANDROSCOGGIN SS.
RECEIVED OCT 15 1985
AT 9 H. 0 / M. A M.

6580C/