

Southern Middlesex - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 1/6/2016 4:42:30 PM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
1718857	MORTGAGE			12/24/2015	0.00
Property-Street Address and/or Description					
153 MARBLEHEAD ST LOT 162					
Grantors					
LANG LUCY E, LANG LUCY					
Grantees					
MASSACHUSETTS COMM HOUSING & CMNTY DVLPM					
References-Book/Pg Description Recorded Year					
Registered Land Certificate(s)-Cert# Book/Pg					
261216 01483/44					

9



2015 01718857

Bk: 1483 Pg: 44 Cert#: 261216
Doc: MTG 12/24/2015 09:59 AM

PROPERTY ADDRESS: 153 Marblehead Street, North Reading, MA 01864

MORTGAGE

THIS MORTGAGE (this "Mortgage") is made as of the 23 day of December 2015, between Lucy E. Lang, having a notice address at the Premises described below (the "Mortgagor"), and the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, with offices located at 100 Cambridge Street, Suite 300, Boston, Massachusetts 02114 (the "Mortgagee").

* AHA
Lucy Lang

WHEREAS, pursuant to the [check one]

- Local Initiative Program, a program to assist the construction of low and moderate income housing established by 760 CMR 56.00,
- Homeownership Opportunity Program, a program to assist the construction of low and moderate income housing established by 760 CMR 20.00,
- [other] _____

the Mortgagee has made it possible for the Mortgagor to acquire the real property with the improvements thereon now known and numbered as 153 Marblehead Street, North Reading, MA 01864, as more particularly described in Exhibit A attached hereto (the "Premises"), at a cost that is less than fair market value; and

WHEREAS, the Mortgagor, for valuable consideration, has taken title to the Premises subject to an affordable housing Deed Rider (the "Restriction"), recorded as a rider to a deed from JOZ Development, LLC to the Mortgagor, dated as of _____, 20____, recorded concurrently herewith. **The Restriction imposes certain restrictions and requirements relating to the Mortgagor's use and occupancy, refinancing and re-sale of the Premises, which restrictions and requirements run with the land and are binding on the Mortgagor's successors and assigns, all as more fully set forth in the Restriction.**

lll

261216 43-44

NOW, THEREFORE, to secure the performance of the covenants, restrictions and agreements of the Mortgagor as set forth or referenced in the Restriction, the Mortgagor hereby GRANTS AND CONVEYS to the Mortgagee, **WITH MORTGAGE COVENANTS**, the Premises, together with all improvements now or hereafter erected on the property of which the Premises are a part, and all easements; rights; appurtenances; rents; royalties; mineral, oil and gas rights and profits; water, water rights and water stock; and all fixtures of whatever kind or nature, now or hereafter attached to the property of which the Premises are a part, all of which, including replacements and additions thereto shall be deemed to be and remain a part of the Premises. All the foregoing to the extent of the Mortgagor's interest therein together with the Premises hereinafter are referred to as the "Property."

The Mortgagor covenants that the Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property; that the Property is unencumbered except for the mortgage(s) listed in Exhibit B attached hereto (the "Permitted Mortgage(s)"); and that the Mortgagor will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions of record. The Mortgagee hereby acknowledges and agrees that the Permitted Mortgage(s) shall be prior in right, title and interest to this Mortgage.

1. The Mortgagor's Covenants. The Mortgagor, for himself/herself/themselves and his/her/their heirs, devisees, administrators, executors, legal representatives, successors and assigns, covenants and agree as follows:

- a. To perform and observe all of the covenants, restrictions and conditions contained or referenced in this Mortgage and the Restriction, the terms of which are expressly incorporated herein;
- b. That in the event the ownership of the Property, or any part thereof, becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this Mortgage and the obligations hereby secured, in the same manner as with the Mortgagor, without in any way vitiating or discharging the Mortgagor's liability hereunder or upon the obligations hereby secured.

Except as expressly set forth herein, no sale or other transfer of the Property, and no forbearance on the part of the Mortgagee, and no extension whether oral or in writing of the time for the performance of the obligations hereby secured given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor hereunder, either in whole or in part.

2. Events of Default. At the sole option of the Mortgagee, the following shall constitute an Event of Default for which the Mortgagee shall have the STATUTORY POWER OF SALE upon fifteen (15) days' notice to the Mortgagor and to the holder of the Permitted Mortgages without demand or further notice upon such an event:



- a. the Mortgagor shall default in the performance of or breach any of the covenants and agreements contained or referenced in this Mortgage or in the Restriction;
- b. the ownership of the Property, or any part thereof, shall become vested in any other person or entity in violation of any of the covenants or agreements contained herein and without the prior written consent of the Mortgagee.
3. Forbearance by the Mortgagee Not a Waiver. Any forbearance by the Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law or equity, shall not be construed as a waiver of or preclude the exercise of any such right or remedy.
4. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.
5. Severability. In the event that any one or more of the terms or provisions of this Mortgage or the application thereof to any person or circumstance shall, to any extent, be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Mortgage or the application of such term and provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Mortgage shall be valid and enforced to the fullest extent permitted by law.
6. Waiver; Amendment. No term or provision of this Mortgage may be waived or amended except by an instrument in writing signed by the party against whom enforcement is sought.
7. Assignment; Assumption. This Mortgage and the Mortgagor's obligations hereunder may be assigned to and assumed by a successive owner of the Property only upon the express prior written consent of the Mortgagee.
8. Discharge. Upon the sale of the Property by the Mortgagor in compliance with the covenants, restrictions and agreements contained or referenced in the Restriction, **including, without limitation, the requirement that the successor owner shall have entered into, and caused to be recorded (and/or filed) in the Registry of Deeds (and/or Registry District of the Land Court) in which the Property is located, an affordable housing Deed Rider and Mortgage as required under the Restriction,** the Mortgagee shall execute and deliver a discharge of this Mortgage. Such discharge shall be provided without cost to the Mortgagor; provided, however, the Mortgagor shall pay all costs of recording of the discharge, if any.
9. Notices. Whenever notice under this Mortgage may be properly given to the Mortgagee or the Mortgagor, the same shall be in writing and shall be deemed delivered if mailed, postage prepaid, by registered or certified United States Mail, return receipt requested, addressed to the Mortgagee at the address first above written to the attention of the General Counsel, or to the Mortgagor at the address first set forth above.



10. Construction of Agreement. This instrument and incorporated documents are to be construed as a Massachusetts contract, are to take effect as a sealed instrument, are to set forth the entire contract between the parties, are binding upon, and inure to the benefit of the parties hereto and their respective heirs, devisees, executors, legal representatives, administrators, successors and assigns.

In the event the Mortgagor is composed of more than one party, all covenants and agreements of the Mortgagor contained herein as well as the obligations arising therefrom shall be joint and several as to each party. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

FOR MORTGAGOR'S TITLE, SEE DEED RECORDED HEREWITH.

A handwritten signature in black ink, appearing to be the initials 'JK' or similar, written in a cursive style.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the day and year first set forth above.

MORTGAGOR:

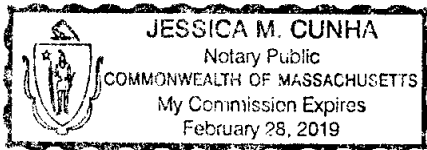
Lucy Lang
Name: Lucy E. Lang

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Middlesex, ss.

December 23, 2015

On this 23 day of December, 2015 before me, the undersigned notary public, personally appeared Lucy Lang, proved to me through satisfactory evidence of identification, which was [check one]: a current driver's license, [] a current U.S. passport, [] my personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.



[Signature]

Notary Public
Print Name: Jessica m Cunha
My Commission Expires: 2/28/19

After recording return to:
Office of the General Counsel
Department of Housing and Community Development
100 Cambridge St., Suite 300
Boston, MA 02114

Exhibit A - Legal Description
Exhibit B - Permitted Mortgages

EXHIBIT B

Permitted Mortgage(s)

<u>Lender</u>	<u>Date</u>	<u>Principal Amount</u>
East Cambridge Savings Bank		\$187,600.00



Exhibit A

Closing Date: December 23, 2015

Property Address: 153 Marblehead Street, North Reading, MA 01864

The parcel of land with all improvements thereon in North Reading, Middlesex County, Massachusetts known as Lot 162 (153 Marblehead Street, North Reading, Massachusetts 01864) shown on a plan of land entitled "Definitive Plan, Bradford Pond Estates, North Reading, Mass." (the "Plan") prepared by Hayes Engineering, Inc. dated November 3, 2008, revised March 12, 2009, April 20, 2009, May 22, 2009, June 9, 2009 and June 10, 2009 have been recorded with Middlesex South District Registry of Deeds in Plan Book 2010, Plan 103 and registered with the Land Court Department of the Middlesex South District Registry of Deeds on Land Court Plan No. 1711-9.

12/23
PKS

For title reference, see Deed recorded prior hereto.



Doc: 01718857

Southern Middlesex Land Court
Register District

RECEIVED FOR REGISTRATION

On: Dec 23/2015 at 09:59A

Document Fee 175.00

Registration Total: \$1,675.00

NOTED ON: CERT 261216 BK 01483 PS 44

ALSO NOTED ON:

Memoranda Of Encumbrances

Cert No: 261216

Book/Page: 01483/44

Cert No 261216
Document Number 1718855
Kind CERTIFICATE
In Favor of
Date of Instr
Terms
Date of Reg 12/24/2015
Time of Reg 9:59AM

Cert No 261216
Document Number 1718856
Kind MORTGAGE
In Favor of
Date of Instr
Terms
Date of Reg 12/24/2015
Time of Reg 9:59AM

Cert No 261216
Document Number 1718857
Kind MORTGAGE
In Favor of
Date of Instr
Terms
Date of Reg 12/24/2015
Time of Reg 9:59AM

Cert No 261216
Document Number 1718858

Kind PURPORTED HOMESTEAD

In Favor of

Date of Instr

Terms

Date of Reg 12/24/2015

Time of Reg 9:59AM

Cert No

Document

Number

Kind

In Favor of

Date of Instr

Terms

Date of Reg

Time of Reg
