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Middlesex South Registry of Deeds
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Cambridge, MA 02141
617-679-6300
www.middlesexsouthregistry.com

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HM17-06D/HM19-06D/HM20-06D/HM21-06D

Contract No. N2101

MORTGAGE

2Life Coleman Limited Partnership, a Massachusetts not-for-profit partnership located at 30 Wallingford Road, Brighton, MA 02135 their successors and assigns (hereinafter the "Mortgagor"), owners in fee simple of property known as Coleman House Senior Housing at 677 Winchester Street, Newton, Massachusetts (the "Property"), for consideration paid hereby grants to the Newton Community Development Authority, an agency organized and existing pursuant to Chapter 705 of the Acts of 1975 and Chapter 121B of the General Laws of the Commonwealth of Massachusetts, as amended, having an office at Newton City Hall, 1000 Commonwealth Avenue, Newton, County of Middlesex, Massachusetts, (hereinafter the "Mortgagee" or "NCDA") with Mortgage covenants that certain parcel of land and the buildings thereon now known and numbered as Coleman House Senior Housing at 677 Winchester Street, Newton, Middlesex County, Massachusetts, (the "Property") together with all right, title and interest, if any, of the Mortgagor of, in and to any streets and roads abutting the above-described premises to the center lines thereof, more particularly described in EXHIBIT A hereto.

The Mortgagor COVENANTS and AGREES to and with the Mortgagee as follows:

1. INCOME AND RENTAL REQUIREMENTS: From the Closing Date as defined in the Note for a period of not less than twenty (20) years, the Mortgagor agrees that it will own and manage the Property as affordable housing for low and extremely low to moderate income households.

2. PAYMENT AND PERFORMANCE:

(a) This mortgage shall secure repayment of **ONE MILLION FIFTY-THREE THOUSAND FIVE HUNDRED NINETY-THREE DOLLARS AND SIX CENTS (\$1,053,593.06)**; in accordance with the terms of the Note of even date between the Mortgagor and NCDA ("the Note"), the unpaid principal and interest of the Note, and all other sums provided in said Note and this Mortgage.

(b) This Mortgage shall also secure Mortgagor's performance of all agreements, conditions, provisions and stipulations of the Note, and the Loan Agreement of even date between the Mortgagor and NCDA and this Mortgage.

3. PROPERTY CONDITION AND REPAIR:

(a) The Mortgagor shall keep the Property in good order and repair equal to the condition of the Property at the completion of project rehabilitation and in compliance with the Federal Section Eight Housing Quality Standards, reasonable wear and tear excepted, and shall make or cause to be made, as and when necessary, all repairs, renewals and replacements, structural and nonstructural, exterior and interior, ordinary and extraordinary, foreseen and unforeseen.

(b) The Mortgagor shall not allow any portion of the Property to be materially altered, removed or demolished without prior written consent of the NCDA. Mortgagor shall not permit the commission of waste in or about the Property and shall not permit the Property to become deserted or abandoned.

4. INSURANCE:

(a) The Mortgagor shall keep the Property continuously insured against damage resulting from hazards (fire, windstorm, hail, explosion, riot and civil disorder, loss by aircraft and vehicles, smoke, and sprinkler damage etc.) by maintaining an adequate standard extended coverage policy provided by

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an insurance company authorized to do business in Massachusetts for the term of this Mortgage. All insurance policies will be in coverages and amounts as set forth in the Loan Agreement and will include replacement value coverage. The NCDA reserves the right to require additional coverage as is reasonable under the circumstances.

(b) Except as otherwise required pursuant to any Senior Mortgage, in the event of any loss covered by the insurance, the Mortgagor shall promptly proceed to make proof of the loss and take such other steps as are required to recover on the policy, and shall apply the insurance proceeds to restoration of the Property unless the NCDA determines that it is impossible or impracticable for the proceeds to be used to restore the Property for such use, and in that event the proceeds shall be used to reduce the indebtedness secured hereby. Any adjustment or settlement of loss shall require the prior written consent of the NCDA. If the Mortgagor does not proceed promptly in providing proof of loss, the NCDA at its option, may proceed to do so if approved by the holder of any Senior Mortgage. Except as otherwise required pursuant to any Senior Mortgage, the Mortgagor hereby authorizes and directs the insurers concerned to make payment directly to the NCDA, upon request of the NCDA.

5. TAXES AND SENIOR LIENS:

(a) Mortgagor shall pay when due all taxes, sewer and water charges, municipal liens and assessments of any kind made on the Property and shall pay every amount of indebtedness secured by any Senior Mortgage and all liens and other encumbrances to which the lien of this Mortgage is subordinate. Upon request, Mortgagor shall supply the NCDA with evidence of such payment.

6. CONDEMNATION AND EMINENT DOMAIN:

(a) Upon the institution of any condemnation or taking of any part of the Property by eminent domain, or other injury to or decrease in the value of the Property by any public or quasi-public authority or corporation, Mortgagor shall give the NCDA written notice of such condemnation or taking immediately upon knowledge thereof. Mortgagor may make no settlement for the damages sustained without the prior written approval of the NCDA subject to approval of the holder of any Senior Mortgage.

(b) The NCDA shall have the right to intervene as a party to any condemnation proceeding and Mortgagor agrees to allow the NCDA to use the proceeds awarded to be credited to the NCDA's expenses related to such intervention subject to the prior rights of the holder of any Senior Mortgage. Nothing herein shall limit the rights otherwise available to the NCDA at law or in equity.

(c) In the event that such condemnation or taking makes it impossible or impracticable to continue to use the units on the Property to provide housing for persons of low and moderate income or makes it impossible or impractical for Mortgagor and/or the NCDA to comply with HUD regulations applicable to the project at the Property, all proceeds (that is, the award or agreed compensation for the damages sustained) allocable to Mortgagor shall be paid to the NCDA, except as otherwise provided in any Senior Mortgage. Such proceeds shall be applied to the total outstanding indebtedness under the Note. Mortgagor shall remain liable for the full amount remaining due under the Note. In the event that the NCDA determines that any condemnation or taking of any part of the Property does not make it impossible or impractical to use the Property as a residence for persons of low and moderate income, and complying with all applicable HUD regulations, then Mortgagor shall apply all the proceeds to the alteration, restoration or rebuilding of the Property for such use before using the proceeds for any other purpose, except as otherwise provided in any Senior Mortgage.

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7. CHANGE OF OWNERSHIP:

(a) Mortgagor understands and agrees that the NCDA will not consent to any transfer or change in ownership in the Property or any part thereof unless the terms and conditions of the CDBG and HOME program regulations continue to be met for the period of the mortgage. If at any period during the term of the mortgage, the CDBG-assisted and HOME-assisted housing does not meet the affordability requirements for the period specified in the Note and Covenants then one hundred percent of the CDBG and HOME assistance must be repaid to the NCDA for deposit into the Newton Affordable Housing Development Pool Account.

(b) If, without the prior written consent of the NCDA, Mortgagor, its successors or assigns, causes or permits any transfer or change of ownership in the Property or any part thereof, whether by sale, exchange, conveyance of any legal or beneficial interest in, merger, consolidation or otherwise, the NCDA may, at its sole option, upon sixty (60) days written notice, declare Mortgagor in default and may exercise any of the rights and remedies provided in this Mortgage.

(c) This paragraph 7 notwithstanding, Mortgagor understands and agrees that the NCDA may in its discretion consent to a proposed transfer if the prospective new owner agrees in writing to adhere, and if the NCDA determines that the prospective new owner is capable of adhering, to all agreements, conditions and provisions of the Note, this Mortgage or the Loan Agreement, and the Housing and Community Development Act of 1974, as amended, or if the CDBG Program is no longer in effect, then the requirements of the City of Newton's Affordable Rent Policy.

8. EVENTS OF ACCELERATION (DEFAULT):

(a) The balance owing on the Note, and all other sums owing to the NCDA by Mortgagor which are secured by this Mortgage shall immediately become due and payable if any of the following events (called "Events of Acceleration") occur:

(i) Insolvency, the appointment of a receiver or liquidator for Mortgagor or property of Mortgagor, assignment for the benefit of creditors or the filing of a petition of insolvency or bankruptcy of Mortgagor, or the dissolution of Mortgagor; foreclosure of the property by the senior mortgagee.

(ii) Failure of Mortgagor to pay any installment of principal and interest, or other charges due on the Note which shall have become due, within sixty (60) days of receiving written notice after the charges have become due, no deferral or extension of payment having been granted by the NCDA;

(iii) Nonperformance beyond any applicable notice and cure period by Mortgagor of any agreement, condition or provision of this Mortgage, the Note, the Loan Agreement, or of a violation of any HUD regulation applicable to said Property;

(iv) Failure of Mortgagor to perform an agreement or condition in any Senior Mortgage or any other mortgage or instrument creating a lien on the Property, or any part thereof, which has priority over this Mortgage;

(v) The NCDA's discovery of a materially incorrect statement by Mortgagor, or a failure by Mortgagor to disclose a relevant fact in an application or other document given to the NCDA for purpose of the loan secured hereby or any extension thereof;

(vi) A transfer or change in ownership of the Property or any part of it, if not previously approved by the NCDA as provided in Paragraph 7 above;

(vii) Use of the Property at any time during the term of this Mortgage, without the prior written consent of the NCDA, in a manner inconsistent with the use of the Property for housing persons of low and moderate income;

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(viii) The violation by the Borrower of any requirements of the Housing and Community Development Act of 1974, as amended, or the violation of any HUD regulations applicable to the Property.

(x) Any of the following acts by or with respect to Mortgagor: (1) dissolution; (2) failure to pay any tax or assessment against the Property when due, unless such failure is cured within thirty (30) days of written notice thereof; (3) entry of a judgment or issuance of an injunction or a warrant of attachment against the Property, which is not dismissed within ninety (90) days; (4) institution of any proceeding to abate any nuisance on the Property, which proceeding has not been dismissed within ninety (90) days from the date it is instituted; (5) failure to comply with the requirements of any applicable statute, law, ordinance, regulation or order, whether in effect on the date hereof or hereafter enacted or made by any Federal, State, municipal, or other public body, department or authority affecting the use or occupation of the Property.

(b) Upon the occurrence of an "Event of Acceleration" as defined above, the NCDA may demand payment of such principal, and other charges due from Mortgagor. If Mortgagor fails to make the payment demanded, then Mortgagor shall upon demand by the NCDA surrender possession of the Property to the NCDA, and the NCDA, or an entity designated by the NCDA in its discretion may enter the Property to continue to rent it to persons of low and moderate income, including the leasing of space, collection of rents due which after payment of all charges and expenses, may be applied to the indebtedness secured, except as otherwise provided in any Senior Mortgage. The NCDA may also dispossess, as authorized by law, any resident defaulting in the payment of any rent unless such failure is cured within 90 days of written notice thereof (or such longer period as the NCDA reasonably determines may be required to cure said event).

9. NOTICE OF DEFAULT: Upon the happening of any Event of Acceleration, the NCDA shall notify Mortgagor of the particular default in writing that if Mortgagor does not cure said default by a date specified in said written notice the entire unpaid balance of the principal and interest of the Note and all other sums due the NCDA, under the Note and this Mortgage shall immediately become due and payable without any further notice. The date specified in said notice shall not be less than sixty (60) days from the date such notice is mailed. If Mortgagor fails to cure within such period, the NCDA may exercise any and all of the remedies available to the NCDA at law and in equity, subject to the rights of the senior mortgage. The election of one available remedy shall NOT preclude the NCDA from pursuing any other remedy available at law or in equity.

10. RIGHTS AND REMEDIES:

(a) The rights and remedies of the Mortgagee as provided in this Mortgage, in the Note and any extension thereof shall be cumulative and concurrent, may be pursued separately, successively or together or both, at the sole discretion of the Mortgagee.

(b) Any failure by the NCDA to insist upon strict performance of any of the agreements, conditions and provisions of this Mortgage, the Note, the Loan Agreement, the Housing and Community Development Act of 1974 and/or any applicable HUD regulations shall not be deemed to be a waiver of any of the terms or provisions of this Mortgage, the Note, the Loan Agreement, or said Act or regulations and the NCDA shall have the right thereafter to insist upon strict performance by Mortgagor of any and all of the above.

11. RIGHT TO CURE: Upon the failure of Mortgagor to pay, when due, any taxes, municipal liens, or assessments on the Property, unless these taxes have been deferred pursuant to law, or to make,

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when due, any payment upon indebtedness secured by a lien or encumbrance having priority over this Mortgage, or to keep the Property in good repair, or to keep the Property free from further liens or encumbrances, or to keep the Property insured as required by this Mortgage after notice to Mortgagor, the NCDA may, at its option, make such payment, or procure such repairs, or obtain the release of such further lien or encumbrance, or obtain such insurance. Any sum expended by the NCDA in so doing shall be immediately repaid by Mortgagor, or shall become a part of the debt secured by this Mortgage, as may be determined by the NCDA and shall bear interest at the judgment rate from the date of the NCDA's payment until the date of repayment.

12. REQUIRED NOTICES: Mortgagor shall notify the NCDA promptly of the occurrence of any of the following:

- (a) a fire or other casualty causing damage to the Property;
 - (b) receipt of notice of violation from any governmental authority relating to the structure, use or occupancy of the Property;
 - (c) receipt of notice of eminent domain proceedings or condemnation of the Property;
 - (d) any change in the use of the Property;
 - (e) commencement of any litigation affecting the Property;
 - (f) any proposed transfer or change in Property; and
 - (g) receipt of notice of default on any Senior Mortgage or other any prior lien on the Property;
- and
- (h) receipt of notice of unpaid taxes and/or assessments.

13. COMPLIANCE WITH APPLICABLE LAW: Mortgagor shall at their expense, promptly comply with the requirements of every applicable statute, law, ordinance, regulation or order, whether in effect on the date hereof or hereafter enacted or made by any Federal, State, municipal or other public body, department, bureau, officer or authority, with respect to or affecting (a) the Property, and the appurtenances thereof and/or (b) the use or occupation of the Property.

14. COSTS OF ENFORCEMENT: Mortgagor agrees to pay the NCDA's reasonable costs, expenses and reasonable attorneys' fees incurred as a result of the enforcement of any term, condition, or provision of this Mortgage, the Note, the Loan Agreement, the requirements of the Housing and Community Development Act of 1974, as amended, or any applicable HUD regulation.

15. NOTICES TO MORTGAGOR AND THE NCDA: All notices, requests or other papers required to be given or delivered to Mortgagor or the NCDA shall be sufficiently given or delivered if mailed by certified mail, return receipt requested. If notice is to be given it shall be mailed to:

If to the Mortgagor:	2Life Coleman Limited Partnership 30 Wallingford Road, Brighton, MA 02135 Attention: Authorized Representative
If to the Authority:	Sole Member Newton Community Development Authority Newton City Hall 1000 Commonwealth Avenue Newton, MA 02459

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16. SUCCESSORS AND ASSIGNS: The obligations contained herein shall be binding upon the successors and assigns of Mortgagor, and the term "Mortgagor" shall be deemed to include such successors and assigns. The term "the NCDA" shall be deemed to include any subsequent holder or holders of this Mortgage.

17. SEVERABILITY: The provisions of this Mortgage are severable. If any provision of this Mortgage is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

18. This mortgage is under the statutory condition, for any breach of which the Mortgagee shall have the power of sale. Mortgagor hereby waives and releases to the Mortgagee all rights of homestead and any other exemption rights in the mortgaged premises which it might otherwise have.

IN WITNESS WHEREOF, 2Life Coleman Limited Partnership, as Mortgagor hereunto set their hands and seal this 27 day of July, 2021.

2Life Coleman Limited Partnership, a Massachusetts limited partnership

By: 2Life Coleman GP LLC, its general partner

By: 2Life Partners Inc., its sole member

By: [Signature]
Name: Henry Korman
Its: Authorized Agent

Date: July 27, 2021

COMMONWEALTH OF MASSACHUSETTS

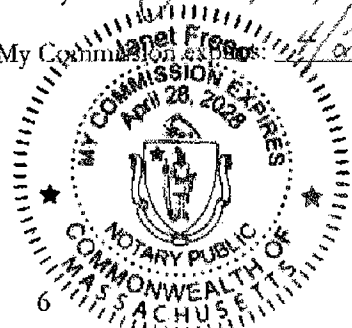
[Signature] SS.

July 27, 2021

On this 27 day of July, 2021, before me, the undersigned notary public, personally appeared the above-named Henry Korman proved to me through satisfactory evidence of identification, which were [Signature], to be the person whose name is signed on the proceeding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Authorized Agent of 2Life Coleman Limited Partnership.

* 2Life Partners Inc. Sole member
of 2Life Coleman GP LLC,
general partner

[Signature]
Notary Public Janet Freed
My Commission Expires 4/28/2028



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EXHIBIT A
PROPERTY DESCRIPTION

A certain parcel of land situated in the City of Newton, Middlesex County, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at a point on the westerly sideline of Winchester Street, said point is located 360.56 feet along the westerly sideline of said Winchester Street from a point of curvature at the northwesterly intersection of Nahanton Street and Winchester Street:

Thence running S 78°55'14" W, a distance of 80.00 feet;

Thence turning and running N 11°06'46" W, a distance of 92.53 feet;

Thence turning and running S 78°55'14" W, a distance of 69.53 feet;

Thence turning and running southwesterly along a curved line to the left having a radius of 252.58 feet, a distance of 131.37 feet;

Thence turning and running S 78°55'14" W, a distance of 317.92 feet;

Thence turning and running N 11°04'46" W, a distance of 85.94 feet;

Thence turning and running N 66°01'11" E, a distance of 11.60 feet;

Thence turning and running N 84°35'59" E, a distance of 44.38 feet;

Thence turning and running N 39°35'59" E, a distance of 16.57 feet;

Thence turning and running N 05°24'01" W, a distance of 45.03 feet;

Thence turning and running N 77°19'33" E, a distance of 18.81 feet;

Thence turning and running N 15°51'51" W, a distance of 182.47 feet;

Thence turning and running N 77°19'33" E, a distance of 469.58 feet to the westerly sideline of Winchester Street;

The last thirteen courses were by the C.J.P. Parcel;

Thence turning and running southeasterly along the said westerly sideline of Winchester Street along a curved line to the right having a radius of 427.58 feet, a distance of 119.10 feet to a point of curvature;

Thence S 09°58'16" E along the westerly sideline of Winchester Street, a distance of 168.33 feet to a point of curvature;

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Thence turning and running more southeasterly along the westerly sideline of Winchester Street along a curved line to the left having a radius of 407.84 feet, a distance of 48.78 feet to the point of beginning;

Containing an area of 153,629 square feet (3.527 acres) as shown on a plan entitled "Subdivision Plan of Land Newton, Mass. (Middlesex County)", by Harry R. Feldman, Inc., dated August 18, 1997 and recorded as Plan No. 15 of 1998, Instrument No. 378 of January 6, 1998, in Book 28050, Page 117. The above-described parcel contains Access and Utility Easement "D-1" (35' wide).

Said above-described property is also described as Lots B-1 and A-2 as shown on plan entitled, "Subdivision Plan of Land, Newton, Mass. (Middlesex County)", Harry R. Feldman, Inc., Land Surveyors, dated June 19, 1998 and recorded as Plan No. 14 of 1998 at Book 28050, Page 116.

Said parcel has the benefit of rights and easements, including access and utility easements as granted in deed to Jewish Community Housing for the Elderly V, Inc. dated October 21, 1983 and recorded in Book 15289, Page 538.