

**STANDARD FORM
PURCHASE AND SALE AGREEMENT**

From the Office of:
Christina Egan, Esquire
Posternak Blankstein & Lund LLP
800 Boylston Street
Boston, Massachusetts 02199 .

This 18th day of August 2004

1. **PARTIES AND MAILING ADDRESSES** William R. Abruzzese and Jean M. Abruzzese, with a mailing address of PO Box 106, Brant Rock, Massachusetts 02020, hereinafter called the SELLER, agrees to sell and Citizens for Affordable Housing in Newton Development Organization, Inc., with offices at 1075 Washington Street, Newton, Massachusetts 02465, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:
2. **DESCRIPTION** A certain parcel of land and the buildings thereon known and numbered as 20-22 Falmouth Road, Newton, Massachusetts 02465 containing 5,252 square feet of land more or less and more fully described at the Middlesex South Registry of Deeds in Book _____, Page _____.
3. **BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES** Included in the sale as part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and, ONLY IF BUILT IN, refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines and dryers.
4. **TITLE DEED** Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except
 - (a) Provisions of existing building and zoning laws;
 - (b) Existing rights and obligations in party walls which are not the subject of written agreement;
 - (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
 - (d) Any liens for municipal betterments assessed after the date of this agreement;
 - (e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the intended use of said premises; as a two (2) family residence.
 - *(f) none
5. **PLANS** If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.
6. **REGISTERED TITLE** In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.
7. **PURCHASE PRICE** The agreed purchase price for said premises is Six Hundred Sixty Thousand (\$660,000.00) dollars, of which

\$ 19,000.00	has been paid as a deposit this day and
\$ 1,000.00	has been paid with Offer to Purchase
\$ 640,000.00	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s) or drawn on attorney's conveyancing account.

\$ _____

\$ 660,000.00 TOTAL
8. **TIME FOR PERFORMANCE; DELIVERY OF DEED** Such deed is to be delivered at Noon on the 15th day of October, 2004, at the Middlesex Registry of Deeds (or at the offices of counsel for Buyer's or Buyer's mortgage lender), unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. **POSSESSION AND CONDITION OF PREMISE.**
(attach a list of exceptions, if any)
- Full possession of said premises free of all tenants and occupants, with the exception of Luis Scarpella and Marianela Lopez, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to personally enter said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.
10. **EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM**
- If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the time for performance hereof shall be extended for a period of thirty (30) days, provided however, that such reasonable efforts shall not require SELLER to expend more than \$6,660.00, exclusive of voluntary liens securing the payment of money.
11. **FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.**
- If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
12. **BUYER'S ELECTION TO ACCEPT TITLE**
- The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either
- (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
 - (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.
13. **ACCEPTANCE OF DEED**
- The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. **USE OF MONEY TO CLEAR TITLE**
- To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or within a reasonable time thereafter, in accordance with customary closing practices.
15. **INSURANCE**
- Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:
- | <i>Type of Insurance</i> | <i>Amount of Coverage</i> |
|--------------------------------|---------------------------|
| (a) Fire and Extended Coverage | \$As Presently Insured |
| (b) | \$ |
16. **ADJUSTMENTS**
- Water and sewer use charges and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
18. BROKER'S FEE A Broker's fee for professional services of 4% of the purchase price is due from the SELLER to Karp and Liberman RE Group, LLC and Cooperative Realty, the Brokers herein, divided equally if, as and when papers pass and the deed is recorded and not otherwise.
19. BROKER(S) WARRANTY The Brokers named herein Karp and Liberman RE Group, LLC and Cooperative Realty warrant that the Brokers are duly licensed as such by the Commonwealth of Massachusetts.
20. DEPOSIT All deposits made hereunder shall be held in escrow by Cooperative Realty as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER.
21. BUYER'S DEFAULT; DAMAGES If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be Seller's sole and exclusive remedy at law and in equity.
22. RELEASE BY HUSBAND OR WIFE The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.
23. BROKER AS PARTY The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.
24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc. If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. WARRANTIES AND REPRESENTATIONS The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): None.
26. MORTGAGE CONTINGENCY CLAUSE (omit if not provided for in Offer to Purchase) In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of \$525,000.00 at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before September 22, 2004 the BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions on or before August 18, 2004.
27. CONSTRUCTION OF AGREEMENT This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

- 28. LEAD PAINT LAW
The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.
- 29. SMOKE DETECTORS
The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke detectors in conformity with applicable law.
- 30. ADDITIONAL PROVISIONS
The initialed riders, attached hereto, are incorporated herein by reference.

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED
LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

William R. Abruzzese
SELLER: William R. Abruzzese

Citizens for Affordable Housing in Newton
Development Organization, Inc.

By: Josephine McNeil
BUYER: Josephine McNeil, Executive Director

Jean M. Abruzzese
SELLER: Jean M. Abruzzese

Broker(s)

EXTENSION OF TIME FOR PERFORMANCE

Date

The time for the performance of the foregoing agreement is extended until _____ o'clock M. on the _____ day of _____, 20____, time still being of the essence of this agreement as extended. In all other respects, this agreement is hereby ratified and confirmed.

This extension, executed in multiple counterparts, is intended to take effect as a sealed instrument.

SELLER (or spouse)

SELLER

BUYER

BUYER

Broker(s)

**RIDER TO
PURCHASE AND SALE AGREEMENT**

DATED: 8/18/04

BETWEEN

**WILLIAM R. ABRUZZESE & JEAN M. ABRUZZESE, SELLERS
AND
CITIZENS FOR AFFORDABLE HOUSING IN NEWTON DEVELOPMENT
ORGANIZATION, INC., BUYER**

**RE: PROPERTY LOCATED AT
20-22 FALMOUTH ROAD, NEWTON, MA (the "Premises")**

I. CONTINUATION OF PRE-PRINTED FORM PROVISIONS:

1. Continuation of Paragraph 4:

Notwithstanding the provisions of paragraph 4(e), it is expressly understood and agreed that the Buyer may object to title to the Premises if any easement or other instrument creates rights in others to access any portion of the Premises not located within ten (10) feet of any boundary line of the Premises, excluding, however, any easements for utilities exclusively serving the Premises for which the Buyer shall have no right to object.

2. Continuation of Paragraph 18:

Each party represents and warrants to the other that it has not dealt with any real estate brokers, agents or other persons entitled to a commission in connection with this transaction, other than the Brokers named herein. Each party agrees to defend, indemnify and hold the other harmless from and against any damages arising out of the failure of the foregoing representation and warranty, and Seller further agrees to defend, indemnify and hold Buyer harmless from and against all claims by the Brokers, or either of them, for any commissions or other fees arising out of this transaction. The parties' obligations under this paragraph shall survive conveyance of the of the Premises and the closing of the transaction contemplated hereby (the "Closing").

3. Continuation of Paragraph 20:

... provided however that in the event of any disagreement the escrow agent shall retain said deposits pending instructions given by both the Seller and the Buyer or by a court of competent jurisdiction. Seller's delivery of the required deed to the Premises (the "Deed"), and Buyer's acceptance thereof (as evidenced by the recordation of the Deed in the appropriate land records) shall in all cases constitute the parties joint authorization for the release of all deposits held hereunder. So long as escrow agent serves in good faith, the escrow agent shall not be liable to anyone for damage, losses or expenses

arising out of this Agreement or any action or failure to act by the escrow agent hereunder. The escrow agent shall place such deposits in an interest bearing, federally insured money market fund and report interest for income tax purposes as being for the account of the party ultimately receiving the same. Seller's taxpayer identification number is [_____]. Buyer's taxpayer identification number is 04-3223633. Interest shall be paid to the Buyer if the deposits are returned to the Buyer or if the Deed is delivered and recorded; and interest shall be paid to the Seller if the deposits are paid to the Seller as liquidated damages.

II. ADDITIONAL PROVISIONS:

4. Access. From and after the date of this Agreement, the Seller agrees to permit the Buyer, Buyer's lender and their designees reasonable access at reasonable times to the Premises for the purpose of inspecting or appraising the Premises, obtaining a mortgage plot plan survey, making measurements and the like. The Buyer shall have the further right to inspect the Premises within 24 hours prior to closing and/or within 24 hours prior to taking possession to ensure that the Premises comply with the requirements of this Agreement.

5. Title Requirements. It is understood and agreed by the parties that the Premises shall not be deemed to be in conformity with the title provisions of this Agreement unless:

- (a) All buildings, structures and improvements, including but not limited to any driveways, garages, cesspools and septic systems and all means of access to the Premises, shall be located completely within the boundary lines of the Premises and shall not encroach upon or under the property of any other person or entity;
- (b) No building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under the Premises;
- (c) The Premises shall abut or have indefeasible access to a public way, duly laid out or accepted as such by the city or town in which the Premises are located;
- (d) No portion of the Premises shall be located within any designated Flood Hazard Zone or wetlands protection area; and
- (e) The Premises are insurable by an ALTA title insurance company doing business in the Commonwealth of Massachusetts, with only those exceptions that are acceptable to the Buyer.

6. Seller's Cooperation. Seller agrees to cooperate with Buyer and Buyer's lender in executing any necessary, reasonable and customary documents as may be required by Buyer's lender, including, without limitation, those listed below. Simultaneously with the delivery of the deed, Seller shall execute and deliver:

- (a) such affidavits and/or indemnities as may be reasonably necessary to induce Buyer's title insurance company to issue lender's and/or owner's policies of title insurance subject to no

exceptions on Schedule B thereof other than those expressly permitted under this Agreement;

- (b) an UFFI certificate and a smoke detector certificate;
- (c) an affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and regulations thereunder, which states, under penalty of perjury, the Seller's United States tax payer identification number, that the Seller is not a foreign person, and the Seller's address; and
- (d) an affidavit furnishing the information required for the filing of Form 1099B with the Internal Revenue Service.

7. Tax Adjustments. All references to the "then current year" and like references with respect to real estate taxes payable for the Premises shall be construed to mean the then current fiscal tax period within which such taxes are payable.

8. Condition. The Premises and building(s) shall be delivered free of all the Seller's possessions not being sold to the Buyer hereunder and in a clean, broom-swept condition free of debris. It shall be a further condition of Buyer's obligations hereunder that all mechanical systems servicing the Premises and all appliances located therein be in good working order at the time for performance hereunder.

9. Mortgage Contingency. The filing of one application shall be deemed "diligent efforts" by Buyer pursuant to paragraph 26 of this Agreement. Mortgage commitment letter shall not contain terms that are beyond Buyer's control to meet and Buyer must be satisfied with the terms of said commitment. If Buyer cannot obtain a written commitment for the Mortgage, free of any contingencies that are reasonably unacceptable to Buyer, Buyer may terminate this agreement by providing Seller and Broker, not later than mortgage contingency date, with written notice of Buyer's inability to obtain such commitment. If Buyer so terminates this Agreement, then all deposits will be returned to Buyer, and the obligations of the parties under this Agreement shall end.

10. City Approval. Buyer's obligations hereunder are further contingent upon Buyer receiving approval of the transaction contemplated by this Agreement by the City of Newton on or before September 22, 2004. If, despite Buyer's diligent efforts, such approval is not received and Buyer so notifies Seller on or before 5:00 p.m. on such date, all deposits shall be refunded and this Agreement shall be null and void and without recourse to any party. Seller acknowledges that Buyer is not affiliated with any municipal or state governmental agency and has no eminent domain powers, as set forth in the letter from Buyer to Seller, a copy of which is attached hereto as Exhibit A.

11. Closing Date. In the event the date for closing is delayed due to the Buyer's lender, the Seller agrees to extend the time of closing without penalty or prejudice to the Buyer, said extension not to exceed ten (10) banking days. In no event shall the time for performance of this Agreement be extended for the Seller's performance hereunder beyond the date of Buyer's mortgage commitment expiration date or the Buyer's rate lock expiration date.

12. UREA Formaldehyde Foam Insulation (UFFI): The Seller represents and warrants to the Buyer that the Seller has not caused urea formaldehyde foam insulation to be installed in the Premises during the period of the Seller's ownership thereof and that, to the best of Seller's knowledge, the Seller is not aware of the presence of any such insulation in the Premises.

13. Underground Storage Tanks, Etc. The Seller represents and warrants that to the best of the Seller's knowledge (i) there are no underground oil storage tanks located on the Premises and (ii) there has been no release of any oil or other hazardous or toxic material on the Premises. The Seller's obligations under this paragraph shall survive Closing.

14. Seller represents and warrants to Buyer that the Premises are served exclusively by a municipal sewerage system and that there is no septic system or other private waste water treatment system upon the Premises requiring compliance with Title V of the Massachusetts Environmental Code. Seller's representations and warranties under the paragraph shall survive Closing.

15. Lead Paint. Seller warrants and represents to Buyer that Seller has not personally caused lead paint to be installed in the Premises during the period of Seller's ownership thereof.

16. Casualty Damage. Notwithstanding anything contained herein to the contrary, in the event the Premises are damaged by fire or other casualty, which damage requires in excess of \$10,000 to repair, the Buyer shall have the option of terminating this Agreement by notice to Seller within 72 hours of the time that the Buyer is notified of such damage and the extent of any insurance proceeds available to the Seller to repair same. In the event this Agreement is so terminated, all deposit funds, including interest thereon, shall be forthwith refunded to the Buyer and all obligations of the parties hereto shall cease and this Agreement shall become void and without recourse to the parties hereto.

17. Conveyancing Standards. Any matter arising under this Agreement which is the subject of a title or practice standard of the Real Estate Bar Association at the time and delivery of the Deed shall be covered by such standards to the extent applicable.

18. Conflicts. In the event of conflicts between the pre-printed purchase and sale agreement and any other rider or amendment and this Rider, the provisions of this Rider shall control.

19. Notices. All notices required or permitted hereunder shall be in writing and delivered by hand or mailed postage prepaid by registered or certified mail, return receipt requested, or delivered by nationally recognized overnight courier service or sent by facsimile with confirmation of receipt, in each case addressed to the Buyer or the Seller at the respective addresses of the parties provided below or to such other addresses as may be designated by written notice given to the other party. Any such notice shall be deemed given when received by hand or if given by facsimile, when receipt confirmed or if mailed, when deposited with the U.S. Postal Service or overnight courier.

if to Seller:

William & Jean Abruzzese
PO ~~Box 106~~
Brant Rock, MA 02020
Tel: 781 837 4740

Box

106

with a copy to:

Joseph Rossi, Esquire
2120 Commonwealth Avenue
Newton, MA 02466
Tel: (617) 964-4472
Fax: (617) 527-2193

if to Buyer:
Organization,


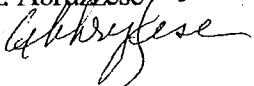
Josephine McNeil, Executive Director
Citizens for Affordable Housing in Newton Development
Inc.
1075 Washington Street
Newton, Massachusetts 02465
Tel: (617) 964-3527

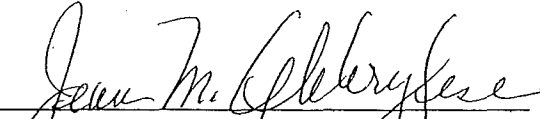

with a copy to:

Christina Egan, Esquire
Posternak, Blankstein & Lund LLP
Prudential Tower
800 Boylston Street
Boston, MA 02199-8004
Tel: (617) 973-6208
Fax: (617) 722-4903

20. Inspections Completed. Buyer acknowledges that they have been given full and ample opportunity to inspect the premises and improvements thereon, (hereinafter "premises"); that they have caused same to be inspected and they are fully satisfied with the conditions thereof. Said premises are to be conveyed in their present "as is" condition, reasonable wear and tear excepted. Buyer further acknowledges that Seller has made no statements, warranties or representations, expressed or implied, regarding the condition of the premises on which Buyer has relied in connection with Buyer's decision to purchase the premises. It is the understanding of the parties that the entire agreement of the parties with respect to this transaction is fully and completely set forth in this Agreement.

21. Entire Agreement. This Agreement supersedes all prior agreements between the parties and represents the complete and full agreement between the parties. This Agreement may only be modified or altered by a writing signed by both the Buyer and the Seller. All prior offers and agreements between the parties with respect to the transactions contemplated hereby shall be null and void.


SELLER: William R. Abruzzese



SELLER: Jean M. Abruzzese


Citizens for Affordable Housing in Newton
Development Organization, Inc.

By: 
BUYER: Josephine McNeil, Executive Director

RIDER B

TO PURCHASE AND SALE AGREEMENT

DATED: 8/18, 2004

RE: MORTGAGE DISCHARGES ON PROPERTY LOCATED AT
20-22 FALMOUTH ROAD

The Seller hereby authorizes the Buyer's counsel or its lender's closing attorney to obtain payoff information from each of the Seller's mortgagees or other security holders listed below and, in connection therewith, hereby authorizes any equity mortgage lender to freeze the Seller's equity account. In the event closing does not take place, the Buyer's counsel or the closing attorney will promptly authorize any such lender to free-up any such equity account.

The Seller hereby authorizes the mortgagee(s), upon receipt of the payoff funds, to close the account and forward a discharge of the mortgage in accordance with the instructions provided with the payoff check.

The Seller shall complete the following information for each mortgagee or other security holder using such additional sheets as are necessary to include the requested information for all such lien holders of the subject property.

Mortgage(s) (1st) mortgage 2nd mortgage (Equity) Line Other

[Indicate Type]

Name of Institution:	<u>(1st)</u> <u>GMAC MORTGAGE</u>	<u>(E)</u> <u>THE VILLAGE BANK</u>
Address:	<u>3451 HAMMOND AVE PO Box 780</u>	<u>307 AUBURN ST</u>
	<u>WATERLOO, ID 50704-0780</u>	<u>AUBURN, VT</u>
Telephone number:	<u>1800-766-4622</u>	<u>02460</u>
Account Number:	<u>0306688907</u>	<u>1617-864-0117</u>
		<u>16-70007159</u>

Seller:

SS#

Seller:

SS#

1 m



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CERTIFICATE

I, Walter E. Tobin, as Successor Trustee of The Tobin Nominee Trust dated October 8, 1996, recorded in Middlesex South Registry of Deeds in Book 26824, Page 499 (the "Trust") hereby certify that:

1. I am the Sole Trustee of the Trust;
2. Said Trust has not been further amended, altered, modified or terminated, and remains in full force and effect;
3. All the beneficiaries are of legal age;
4. All the beneficiaries are competent; and
5. The beneficiaries of said Trust have authorized and directed me, as Trustee, to execute and record a Deed conveying the real estate held by said Trust and located at 163 Jackson Road, Newton, Middlesex County, Massachusetts to, Citizens for Affordable House in Newton Development Organization, Inc., for a purchase price of Six Hundred and Sixty Thousand (\$660,000.00) Dollars per the Purchase and Sale Agreement dated August 16, 2004, and to execute any and all documents necessary or convenient to effect such sale, including, without limitation, the aforesaid deed.

EXECUTED, as a sealed instrument this 15th day of October, 2004.

Signed under the pains and penalties of perjury.

Walter E. Tobin Trustee
Walter E. Tobin, as Trustee
as aforesaid

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Then personally appeared the above-named Walter E. Tobin, Trustee as aforesaid, and acknowledged the foregoing to be his free act and deed as successor Trustee of The Tobin Nominee Trust, before me.

[Signature]
Notary Public

RONALD J. RANTA
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires 8/19/05

Return to:
LYNE, WOODWORTH & ASSOCIATES, P.C.
FEDERAL RESERVE PLAZA
600 ATLANTIC AVENUE
BOSTON, MASSACHUSETTS 02110

[Signature]
My commission expires on 8/19/05

FXH

163 Jackson Rd
Newton