

LAW DEPARTMENT



CITY OF NEWTON, MASSACHUSETTS

CITY HALL

1000 COMMONWEALTH AVENUE

NEWTON CENTRE, MA 02459

TELEPHONE (617) 796-1240

FACSIMILE (617) 796-1254

CITY SOLICITOR
DANIEL M. FUNK

ASSOCIATE CITY SOLICITORS

QUIDA C.M. YOUNG GAYLE A. SMALLEY

ASSISTANT CITY SOLICITORS

RICHARD G. CHMIELINSKI
DONNALYN B. LYNCH KAHN
EILEEN M. MCGETTIGAN
CATHERINE L. FARRELL
MARIE M. LAWLOR
ANGELA B. SMAGULA

December 2, 2005

Josephine McNeil, Esq.
Executive Director
CAN-DO
1075 Washington Street
West Newton, MA 02465

RE: 1101-1093 Chestnut Street, Millhouse Commons

Crossed out documents can be found elsewhere on this project webpage of the Newton CPC website.

Dear Josephine:

Enclosed please find the following documents and recording information:

- 1) Certificate of Authority – *Book 46569 – Page 221*
- 2) ~~Regulatory Agreement and Declaration of Restrictive Covenants for Ownership Project – *Book 46569 – Page 223*~~
 - A) ~~Consent by Cambridge Savings Bank – *Book 46569 – Page 223*~~
 - B) ~~Consent by NCDA – *Book 46569 – Page 223*~~
 - C) ~~Certificate of Newton City Clerk – *Book 46569 – Page 223*~~
- 3) Certificate of Good Standing – *Book 46569 – Page 253*
- 4) Clerk's Certificate – *Book 46569 – Page 254*
- 5) ~~Historic Preservation Restriction – *Book 46569 – Page 256*~~
 - A) ~~Approval by Mass. Historic Comm. – *Book 46569 – Page 256*~~
 - B) ~~Subordination Agreement – *Book 46569 – Page 280*~~
~~(Cambridge Savings Bank)~~
 - C) ~~Subordination Agreement (NCDA) – *Book 46569 – Page 282*~~

- 6) Amendment to # 1 to CDBG Loan Agreement
- 7) Amendment to # 1 to CDBG Promissory Note
- 8) Amendment to # 1 to Mortgage – *Book 46569 – Page 283*
- 9) ~~Amendment to # 1 to CDBG Loan Agreement~~
- 10) Mortgage (CPA) – *Book 46569 – Page 286*
- 11) Promissory Note (CPA)

The recording costs paid by CAN-DO were \$950.00 (copy of check enclosed). The Law Department paid \$125.00 which we will be reimbursed for, by CPA funds.

We have completed the major parts of this transaction! I will be working on the 100% Deed Restriction.

Very truly yours,



Catherine L. Farrell
Assistant City Solicitor

CLF/dab

cc: Trisha Guditz
Robert Ricci

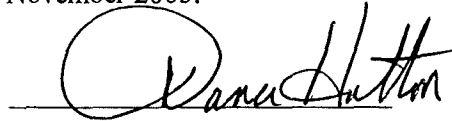
CITIZENS FOR AFFORDABLE HOUSING IN NEWTON DEVELOPMENT ORGANIZATION, INC.

CERTIFICATE OF AUTHORITY

The undersigned hereby certifies on behalf of Citizens for Affordable Housing in Newton Development Organization, Inc., d/b/a CAN-DO a Massachusetts corporation (the Corporation), that she is the duly elected and acting Clerk of the Corporation and that:

1. Attached hereto as Exhibit A is a true, correct and complete copy of certain Votes taken at a Meeting of the Board of Directors of the Corporation on September 14, 2005 and said Votes have not been revised, rescinded, amended or otherwise modified and, as of the date hereof, are in full force and effect; and
2. Kenneth Sinclair is the duly qualified and acting President of the Corporation; Jane Eisenstark is the duly qualified and acting Treasurer of the Corporation and Josephine McNeil is the duly qualified and acting Executive Director of the Corporation.

IN WITNESS WHEREOF, the undersigned has, on behalf of the Corporation, executed this Certificate as a sealed instrument this 3rd day of November 2005.



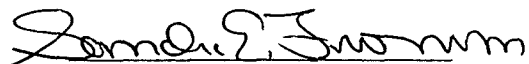
Clerk: Dana T. Hatton

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

November 3rd, 2005

On the 3rd day of November 2005, before me, the undersigned notary public, personally appeared Dana T. Hatton proved to me through satisfactory evidence of identification, which was MA license, to be the person whose name is signed on the preceding document and acknowledged that she signed it voluntarily for its stated purpose, as Clerk of Citizens for Affordable Housing in Newton Development Organization Inc. d/b/a CAN-DO.



Notary Public

My commission expires:

August 9, 2007

EXHIBIT A

I, Dana Hatton, Clerk of Citizens for Affordable Housing in Newton Development Organization, Inc. d/b/a CAN-DO hereby certify that the following is a true copy of votes taken at the Meeting of the Board of Directors held on September 14, 2005 at 7:00 p.m. at the offices of CAN-DO at 1075 Washington Street, West Newton, Massachusetts.

A quorum being present upon motion duly made and seconded it was:

VOTED: That the Corporation authorize either the Executive Director or the President to execute the funding agreement and all notes, mortgages and other customary financing documents necessary in connection with a Forgivable Deferred loan in the amount of \$735,000.00 from the Newton Community Preservation Committee. \$400,000 of said loan shall be for the purpose of paying down an existing loan from The Cambridge Savings Bank relating to the properties at 1093 and 1101 Chestnut Street, Newton, MA. and the remainder shall be used for hard and soft costs relating to the development of Linden Green Homes on said property.

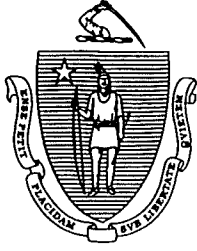
VOTED: That the Corporation authorize either the Executive Director or the President to execute an Historic Preservation Restriction on the building located at 1093 Chestnut Street.

VOTED: That the two units located at 1093 Chestnut Street each shall be conveyed to an income-qualified (up to 100% of Area Median Income) purchaser subject to an Historic Preservation Restriction to be executed and recorded at the time of the sale of each unit in order to ensure that the restriction remains effective in perpetuity.

VOTED: That the two affordable units at 1101 Chestnut Street each shall be conveyed to an income-qualified (up to 80% of the Area Median Income) purchaser subject to a Declaration of Restrictive Covenants to be executed and recorded at the time of the sale of each unit in order to ensure that the two affordable units remain affordable in perpetuity.

VOTED: That the Corporation authorize either the Executive Director or the President to execute the Amended CDBG Loan Agreement, Amended Note and Amended Mortgage on the property previously located at 1101 Chestnut Street.

VOTED: That the Executive Director or the President or either of them be and hereby are authorized to act on behalf of the Corporation in executing any and all documents, instruments or certifications usual, customary or necessary and in the form suitable in their judgment for carrying out the votes herein taken.



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

October 26, 2005

TO WHOM IT MAY CONCERN:

I hereby certify that according to the records of this office

**CITIZENS FOR AFFORDABLE HOUSING IN NEWTON DEVELOPMENT
ORGANIZATION, INC.**

is a domestic corporation organized on **February 11, 1994 (Chapter 180)**.

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 180 section 26 A, for revocation of the charter of said corporation; that the State Secretary has not received notice of dissolution of the corporation pursuant to Massachusetts General Laws, Chapter 180, Section 11, 11A, or 11B; that said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin
Secretary of the Commonwealth

Processed By jbm

City of Newton Law Department
1000 Commonwealth Avenue
Newton Centre, MA 02459

* This is not a tax clearance. Certificates certifying that all taxes due and payable by the corporation have been paid or provided for are issued by the Department of Revenue.

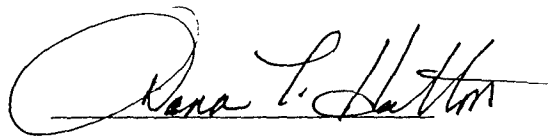
CITIZENS FOR AFFORDABLE HOUSING IN NEWTON DEVELOPMENT ORGANIZATION, INC.

CLERK'S CERTIFICATE

The undersigned hereby certifies on behalf of Citizens for Affordable Housing in Newton Development Organization, Inc., d/b/a CAN-DO a Massachusetts corporation (the Corporation), that she is the duly elected and acting Clerk of the Corporation and that:

1. Attached hereto as Exhibit A is a true, correct and complete copy of certain Votes taken at a Meeting of the Board of Directors of the Corporation on September 12, 2005, and said Votes have not been revised, rescinded, amended or otherwise modified and, as of the date hereof, are in full force and effect; and
2. Josephine McNeil is the dully qualified and acting Executive Director of the Corporation and that Kenneth Sinclair is the duly qualified and acting President of the Corporation.

IN WITNESS WHEREOF, the undersigned has, on behalf of the Corporation, executed this Certificate as a sealed instrument this th day of October 2005.



Clerk: Dana Hatton

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

October 30, 2005

On this 30th day of October, 2005, before me, the undersigned notary public, personally appeared Dana T. Hatton proved to me through satisfactory evidence of identification, which was MA license, to be the person whose name is signed on the preceding document, and acknowledged that she signed it voluntarily for its stated purpose, as Clerk of Citizens for Affordable Housing in Newton Development Organization, Inc., d/b/a CAN-DO.

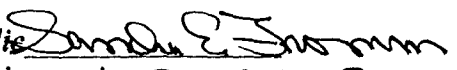
Notary Public 
My Commission expires: July 9, 2007

EXHIBIT A

CERTIFICATE OF VOTE OF THE BOARD OF DIRECTORS

I, Dana T. Hatton, Clerk of Citizens for Affordable Housing in Newton Development Organization, Inc. d/b/a CAN-DO hereby certify that the following is a true copy of votes taken at the Meeting of the Board of Directors held September 12, 2005 at 7:00 p.m. at the offices of CAN-DO at 1075 Washington Street, West Newton, Massachusetts.

A quorum being present upon motion duly made and seconded it was:

VOTED: To authorize the Executive Director to execute a Regulatory Agreement and Declaration of Restrictive Covenants for Ownership Projects between the City of Newton, the Massachusetts Department of Housing and Community Development and Citizens for Affordable Housing in Newton Organization, Inc. d/b/a/ CAN-DO in connection with its property at 1093 and 1101 Chestnut Street, Newton, Ma, known as Millhouse Commons

NEWTON COMMUNITY DEVELOPMENT AUTHORITY
AMENDMENT # 1 TO CDBG LOAN AGREEMENT

This AMENDMENT made as of November 15, 2005 by and between CITIZENS FOR AFFORDABLE HOUSING IN NEWTON DEVELOPMENT ORGANIZATION, INC (CAN-DO), (hereinafter "Subgrantee") a corporation organized and existing under the laws of the Commonwealth of Massachusetts, and the NEWTON COMMUNITY DEVELOPMENT AUTHORITY, (hereinafter the "NCDA") an agency organized and existing pursuant to the Chapter 705 of the Acts of 1975, and Chapter 121B of the General Laws of the Commonwealth of Massachusetts, as amended, acting by and through its Sole Member and/or designated staff but without personal liability to the Sole Member and/or the staff.

WITNESSETH THAT:

- 1. **Page 1, third paragraph:** The term Property shall include 1101 and 1093 Chestnut Street.
- 2. **Paragraph 29, FUNDING INSTRUMENTS USED.** Add the following legal instruments, subject to the prior review and approval of the NCDA:
 - CDBG Amendment # 1 to Loan Agreement
 - CDBG Amendment # 1 to Promissory Note
 - CDBG Amendment # 1 to Mortgage
- 3. **Schedule E-CERTIFICATE OF AUTHORITY (Amend.#1)** is attached hereto and made a part hereof.
- 4. **Schedule F-STATE TAX ATTESTATION (Amend.#1)** is attached hereto and made a part hereof.
- 5. All other provisions of said Agreement not amended herein remain in full force and in effect.

SIGNATORIES

IN WITNESS WHEREOF the parties hereto have made this Agreement in triplicate as of the day first written above effective upon the date executed by the Sole Member of the Newton Community Development Authority.

CITIZENS FOR AFFORDABLE HOUSING IN NEWTON DEVELOPMENT ORGANIZATION, INC. (CAN-DO)

BY: Josephine McNeil Executive Director 11/15/05
Name Title Date

NEWTON COMMUNITY DEVELOPMENT AUTHORITY

BY: [Signature] Sole Member 11.15.05
Name Title Date

Approved as to Form.

Catherine A. Farrell 11/15/05
Assistant City Solicitor Date

**CDBG LOAN AGREEMENT
ATTACHMENT E, CERTIFICATE OF AUTHORITY
Amend. # 1
Non-Profit Entities**

By unanimous written consent of the Board of Directors of _____
dated _____, it was voted that _____

each acting singly as President, Treasurer, Vice President, and Executive Director, respectively, of the Corporation be and he/she are authorized to execute contracts and bonds in the name and on behalf of the Corporation, and affix his/her seal thereto, and such execution of any contract or obligation in the name of the Corporation on its behalf by such person under seal of the Corporation shall be valid and binding upon the Corporation.

A TRUE COPY

ATTEST: _____
(print: name and title here)

ADDRESS: _____

I hereby certify that I am the Clerk of _____ and that _____

_____ are duly

elected President, Treasurer, Vice President and Executive Director, respectively, of said Corporation, and the above vote has not been amended or rescinded and remains in full force and effect as of _____, the date on which the grantee's authorized representative, named above, affixed his/her signature to this contract.

(title)(Corporate Seal)

(Date)

**CDBG LOAN AGREEMENT
ATTACHMENT F, STATE TAX ATTESTATION**

Amend. # 1

LEGISLATION ENACTED BY THE COMMONWEALTH OF MASSACHUSETTS, EFFECTIVE JULY 1, 1983 REQUIRES THAT THE ATTESTATION BELOW BE SIGNED.

A T T E S T A T I O N

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

By: Josephine McNeil
Josephine McNeil, Citizens for Affordable Housing in Newton Development Organization, Inc. **Soc. Secur. Number

(Volun. or Mand. if Applicable)

Date: 11/15/05

* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G. L. C. 62C, S. 49A.

COPY

AMENDMENT # 1 TO PROMISSORY NOTE

LOAN AMOUNT: \$375,000.00
PLACE: NEWTON, MA
DATE: April 28, 2005

Except as modified below, the Note dated April 28, 2005 by **CITIZENS FOR AFFORDABLE HOUSING IN NEWTON DEVELOPMENT ORGANIZATION, INC., d/b/a CAN-DO**, (hereinafter the "Borrower"), to Newton Community Development Authority, an authority organized and existing under the laws of the Commonwealth of Massachusetts (hereinafter the "NCDA") remains in force.

The parties agree to amend the Note as follows:

1. The Definitions in the Note are amended as follows:

Paragraph 1(1) "AFFORDABLE UNITS", the two (2) homeownership units in the Project which will be designated for sale to low/moderate income first-time homebuyers who have annual household incomes at or below 80% of the area median income.

Paragraph 1(2) "LOAN AGREEMENT", a certain CDBG Loan Agreement of even date hereof, designated as Contract No. N0540, between the Borrower and the Authority and Amendment #1 to the LOAN AGREEMENT, dated November 15, 2005.

Paragraph 1(4) "PROPERTY", the property described in Exhibit A to Amendment No. 1 to the Mortgage.

Paragraph 6 "MORTGAGE", the Mortgage from the Borrower to the NCDA granting the NCDA a mortgage on the Property executed April 28, 2005 and recorded with the Middlesex South Registry of Deeds in Book 45071 Page 459, and Amendment #1 to the Mortgage dated November 15, 2005 to be recorded with said Deeds.

Except as modified herein, the Note and all of the terms, provisions and conditions contained therein shall remain unchanged and in full force and effect, and the Borrower hereby ratifies, adopts, confirms and approves all of the terms, provisions and conditions contained in the Note as amended hereby.

IN WITNESS WHEREOF, this Amendment #1 to Promissory Note has been duly executed by the undersigned as of this 15th day of November, 2005.

CITIZENS FOR AFFORDABLE HOUSING IN NEWTON DEVELOPMENT ORGANIZATION, INC., d/b/a CAN-DO (Borrower):

By: Josephine McNeil

Name: Josephine McNeil

Title: Executive Director

Christina Henrys Gidley

Witness

AMENDMENT # 1 TO MORTGAGE

Reference is hereby made to a Mortgage dated April 28, 2005 from **CITIZENS FOR AFFORDABLE HOUSING IN NEWTON DEVELOPMENT ORGANIZATION, INC.** d/b/a **CAN-DO**, a Massachusetts nonprofit corporation having an address of 1075 Washington Street, West Newton, Massachusetts 02465, (their successors and assigns (hereinafter the "Mortgagor")), owner in fee simple of property known as 1101 Chestnut Street in Newton, Massachusetts, and more particularly described in the Mortgage to the Newton Community Development Authority, an authority organized and existing under the laws of the Commonwealth of Massachusetts, having an office at Newton City Hall, 1000 Commonwealth Avenue, Newton, County of Middlesex, Massachusetts, (hereinafter the "Mortgagee") recorded with Middlesex South Registry of Deeds in Book 45071, Page 459 (hereinafter the "Mortgage"). The Mortgage secures obligations arising under a Note dated April 28, 2005 (hereinafter the "Note") and Loan Agreement dated April 28, 2005 (hereinafter the "Loan Agreement").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee hereby agree to amend the Mortgage as follows:

1. **Change in the Mortgaged Property:** The Mortgage is secured by the property at 1101 Chestnut Street. The Mortgagor also owns the adjacent property at 1093 Chestnut Street. The Mortgagor has combined the property at 1101 and 1093 Chestnut Street into one parcel known as 1093-1101 Chestnut Street. The term "Property" as used in the Mortgage and herein shall mean the combined lot. The Mortgage and this Amendment #1 to Mortgage are secured by the combined lot described in the attached Exhibit A to this Amendment #1 to Mortgage.

2. **Definition of Affordable Units:** In the Mortgage, the term "Affordable Units" shall mean the two homeownership units which will be sold to low/moderate income first-time homebuyers who have annual household incomes at or below 80% of the area median income.

3. **Amendment of Note and Loan Agreement:** The Note, dated April 28, 2005 in the principal amount of \$375,000.00, is amended by Amendment # 1 to Promissory Note, dated November 15, 2005. The Loan Agreement, dated April 28, 2005, is amended by Amendment # 1 to Loan Agreement, dated November 15, 2005.

In the Mortgage, the term "Note" shall include the Note and Amendment #1 to Promissory Note, and the term "Loan Agreement" shall mean the Loan Agreement and Amendment #1 to Loan Agreement.

4. Except as provided in this Amendment #1 to Mortgage, the Mortgage is hereby ratified and confirmed.

IN WITNESS WHEREOF, the said Mortgagor hereunto set its hand and seal this 15th day of November, 2005.

CITIZENS FOR AFFORDABLE HOUSING IN NEWTON DEVELOPMENT ORGANIZATION, INC.

By: Josephine McNeil
Name and Title: Josephine McNeil, Executive Director

1093-1101 Chestnut Street, Newton, MA 02464

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COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX,ss.

November 15, 2005

On this day of November, 2005, before me, the undersigned notary public, personally appeared Josephine McNeil, proved to me through satisfactory evidence of identification, which were personally known to me, to be the person whose name is signed on the preceding document, and acknowledged that she signed it voluntarily for its stated purpose, as Executive Director of Citizens for Affordable Housing in Newton Development Organization, Inc., d/b/a CAN-DO.

Notary Public Catherine L. Farrell
My Commission expires: Jun. 31, 2008

05-179\AmendedCDBGmortgage



EXHIBIT A

THE MORTGAGED PREMISES: (also, the "Property") 1093 and 1101 Chestnut Street, Newton, more specifically described as follows:

The land with the buildings and improvements thereon located at and known as 1093 and 1101 Chestnut Street, Newton, Middlesex County, Commonwealth of Massachusetts, shown as Lot 1 on a plan entitled "Plan of Land in Newton, MA, 1093 & 1101 Chestnut Street, Scale: 1 in. = 20 ft., Date: August 30, 2005" prepared by Everett M. Brooks Co., recorded with the Middlesex South District Registry of Deeds as Plan No. 1388 of 2005, and said Lot 1 being more particularly bounded and described follows:

- EASTERLY: by Chestnut Street, one hundred and sixty (160) feet;
- SOUTHERLY: by land now or formerly of J. Y. John and H. C. Eva Wang, according to said plan, one hundred and sixty-five (165) feet;
- WESTERLY: by four parcels of land now or formerly of Amine A. Sabbagh and Ljiljana L. Radonjic, Huakui Yu and Lixia Gao, Anne C. Schiavone, and Richard J. and Carol A. Demichele, according to said plan, one hundred and sixty (160) feet; and
- NORTHERLY: by land now or formerly of Mary C. and Mark C. Secheyco, according to said plan, one hundred and sixty-five (165) feet.

Said Lot 1 contains 26,395 S.F., more or less, according to said plan.

For title reference to 1101 Chestnut Street see Deed from Arthur C. Bosselman and Patricia Bosselman, husband and wife, to Citizens for Affordable Housing in Newton Development Organization, Inc., dated December 23, 2003, and recorded with Middlesex South Registry of Deeds, Book 41705, Page 29.

For title reference to 1093 Chestnut Street see Deed from Margaret M. Bibbo et al. to Citizens for Affordable Housing in Newton Development Organization, Inc., dated December 30, 2002 and recorded with the Middlesex South Registry of Deeds at Book 41705, Page 34.

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1093-1101 Chestnut Street, Newton, MA 02464

MORTGAGE

CITIZENS FOR AFFORDABLE HOUSING IN NEWTON DEVELOPMENT ORGANIZATION, INC., d/b/a **CAN-DO**, a Massachusetts not-for-profit corporation located at 1075 Washington Street, Newton, MA 02465, their successors and assigns (hereinafter the "Mortgagor"), for consideration paid hereby grants to the City of Newton, a municipal corporation having offices at Newton City Hall, 1000 Commonwealth Avenue, Newton, County of Middlesex, Massachusetts, (hereinafter the "Mortgagee" or "City") with Mortgage covenants that certain parcel of land and the buildings thereon now known and numbered as 1093 and 1101 Chestnut Street, Newton, and to any streets and roads abutting the above-described premises to the center lines thereof and more specifically described as:

THE MORTGAGED PREMISES: (also, the "Property") 1093 and 1101 Chestnut Street, Newton, more specifically described as follows:

The land with the buildings and improvements thereon located at and known as 1093 and 1101 Chestnut Street, Newton, Middlesex County, Commonwealth of Massachusetts, shown as Lot 1 on a plan entitled "Plan of Land in Newton, MA, 1093 & 1101 Chestnut Street, Scale: 1 in. = 20 ft., Date: August 30, 2005" prepared by Everett M. Brooks Co., recorded with the Middlesex South District Registry of Deeds as Plan No. 1388 of 2005, and said Lot 1 being more particularly bounded and described follows:

- EASTERLY: by Chestnut Street, one hundred and sixty (160) feet;
- SOUTHERLY: by land now or formerly of J. Y. John and H. C. Eva Wang, according to said plan, one hundred and sixty-five (165) feet;
- WESTERLY: by four parcels of land now or formerly of Amine A. Sabbagh and Ljiljana L. Radonjic, Huakui Yu and Lixia Gao, Anne C. Schiavone, and Richard J. and Carol A. Demichele, according to said plan, one hundred and sixty (160) feet; and
- NORTHERLY: by land now or formerly of Mary C. and Mark C. Secheyco, according to said plan, one hundred and sixty-five (165) feet.

Said Lot 1 contains 26,395 S.F., more or less, according to said plan.

For title reference to 1101 Chestnut Street see Deed from Arthur C. Bosselman and Patricia Bosselman, husband and wife, to Citizens for Affordable Housing in Newton Development Organization, Inc., dated December 23, 2003, and recorded with Middlesex South Registry of Deeds, Book 41705, Page 29.

For title reference to 1093 Chestnut Street see Deed from Margaret M. Bibbo et al. to Citizens for Affordable Housing in Newton Development Organization, Inc., dated December 30, 2002 and recorded with the Middlesex South Registry of Deeds at Book 41705, Page 34.

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

1. PAYMENT AND PERFORMANCE:

- a. This mortgage shall secure repayment of seven hundred and thirty-five thousand dollars and no cents (\$735,000.00) in accordance with the terms of the Note of even date between the Mortgagor and the City ("the Note") and all other sums provided in said Note and this Mortgage.
- b. The Mortgagor will apply \$400,000.00 of the loan amount to reduce its existing conventional loan from the Cambridge Savings Bank that was used to purchase the Property; \$41,653.00 of the loan amount for historic renovations, and the remaining \$293,347.00 for hard and soft construction costs related to the development of the community housing units.
- c. The Mortgagor will convert an existing two family-dwelling into a single-family dwelling as part of the historic renovation, demolish the existing two-family dwelling and construct a new single family dwelling unit and construct four affordable units described in Paragraph (d) below, for a total of six homeownership units, all six units together referred to as "the Project."
- d. Two (2) of the homeownership units will be sold at affordable prices to low/moderate income first-time homebuyers who have annual household incomes at or below 80% of area median income, "the "80% units." Two (2) of the homeownership units will be sold at affordable prices to income eligible first-time homebuyers who have annual household incomes at or below 100% of the area median income, the "100% units." Together these four (4) homeownership units shall be referred to as the "Affordable Units."
- e. Each of the two 80% units shall be sold subject to a perpetual affordable housing restriction substantially in the form of the Deed Rider attached as Exhibit C to the Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants for Ownership Project between Borrower, the Department of Housing and Community Development ("DHCD"), and the City of Newton ("Regulatory Agreement"), which Regulatory Agreement is to be recorded with the Middlesex South Registry of Deeds.
- f. The form of affordable housing restriction for the 80% units shall be acceptable to DHCD and City and shall satisfy the requirements of G.L. c. 184, §32 and shall be a perpetual restriction preserving the Property's affordable housing rental units for households whose annual household income is at or below 80% of area median income.
- g. Each of the two 100% units shall be sold subject to the terms of a perpetual affordable housing restriction, which is acceptable to the City.
- h. Borrower complies with all terms and conditions of a Preservation Restriction Agreement between Borrower and the City, dated November 4, 2005.
- i. Borrower complies with all terms and conditions of the Note and Funding Agreement between Borrower and the City, of even date.
- j. Borrower complies with all terms and conditions of the Regulatory Agreement.

- k. Borrower is diligently pursuing the completion of the Project.
- 1. Pursuant to the terms of the Note and the Funding Agreement, Mortgagee's obligation to release this Mortgage is contingent upon Mortgagor's ensuring that all six units have been sold and the Mortgagor providing evidence of the recording of a Declaration of Affordable Housing Covenants for each of the Affordable Units. Notwithstanding the foregoing, Mortgagee agrees to grant a partial release of this Mortgage upon the sale of each housing unit as to such unit only; provided however, that in the case of the sale of an Affordable Unit, Mortgagor provides evidence to Mortgagee that such Affordable Unit will be conveyed subject to a perpetual affordable housing restriction, in form as more specifically set forth above.

2. 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 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 Funding Agreement and will include replacement value coverage. The City 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 insurance, the Mortgagor shall promptly proceed to make proof of 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 City 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 City. If the Mortgagor does not proceed promptly in providing proof of loss, the City at its option, may proceed to do so if approved by the holder of any Senior Mortgage, which approval shall not be unreasonably withheld. Except as otherwise required pursuant to any Senior Mortgage, the Mortgagor hereby authorizes and directs the insurers concerned to make payment directly to the City, upon request of the City.
- c. Hazard Insurance: The Property will be developed and sold as condominiums. So long as the condominium owners' association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Property which is satisfactory to the City and which provides insurance coverage in the amounts, for the periods, and against the hazards the City requires, including fire and hazards included within the term "extended coverage" then CAN-DO's obligation to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the owners' association policy. CAN-DO shall give the City prompt notice of any lapse in hazard insurance coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the Affordable Unit(s) or common elements and subject to the rights of any senior lender, any proceeds payable to CAN-DO are hereby assigned and shall be paid to the City for application to the sums secured by this Mortgage and the Note, with any excess paid to CAN-DO.

d. Mortgagor's obligations under Paragraph 2(a)-(c) shall terminate upon release of this Mortgage in accordance with Paragraph 1(l).

3. COMPLIANCE WITH CONDOMINIUM CONSTITUENT DOCUMENTS: CAN-DO shall perform all of CAN-DO's obligations under the condominium's Constituent Documents. The "Constituent Documents" are the: (i) Declaration, Master Deed, or any other document which creates the condominiums; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. CAN-DO shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents. CAN-DO's obligations under this Paragraph 3 shall terminate upon release of the mortgage in accordance with Paragraph 1(l) above.

4. TAXES: CAN-DO 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, CAN-DO shall supply the City with evidence of such payment.

5. LIENS: CAN-DO has entered into mortgages with Cambridge Savings Bank and the Newton Community Development Authority for the acquisition of the Property (collectively, the "Senior Mortgage"). Said Senior Mortgage will have priority over this Mortgage. CAN-DO represents the Property is free from any other mortgages other than the Senior Mortgage and will remain free from any other encumbrances except as authorized in advance, in writing by the City.

6. INSPECTION OF PREMISES: The City and any persons authorized by the City shall have the right at any time, upon reasonable notice to CAN-DO, to enter the Property at a reasonable hour to inspect and photograph its condition and state of repair.

7. CONDEMNATION AND EMINENT DOMAIN:

(a) Upon 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, CAN-DO hereby assigns, transfers and sets over to the City, subject to prior assignment to the holder of the Senior Mortgage, all rights of CAN-DO to any award or payment in respect of (i) any taking of all or a portion of the Property as a result of condemnation or eminent domain and (ii) any damage to the Property due to governmental action, but not resulting in a taking of any portion of the Property. CAN-DO hereby agrees to file and prosecute its claim or claims for any such award or payment in good faith and with due diligence and cause the same to be collected and paid over to the City, and hereby irrevocably authorizes and empowers the City, if CAN-DO does not so prosecute its claim, in the name of CAN-DO or otherwise, to collect and receive any such award or payment and to file and prosecute such claims. All proceeds received by the City with respect to such taking or damage shall be applied in the City's reasonable discretion and in such order as the City shall determine; provided, however, if the holder of the Senior Mortgage determines to apply available proceeds to reconstruction of the Property, the City shall consent to such application. CAN-DO may make

no settlement for the damages sustained without the prior written approval of the City subject to approval of the holder of the Senior Mortgage.

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

(c) In the event that such condemnation or taking makes it impracticable for CAN-DO to comply with the terms of the Funding Agreement or Regulatory Agreement; or makes it impracticable for CAN-DO and/or the City 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 CAN-DO shall be paid to the City, except as otherwise provided in the Senior Mortgage. Such proceeds shall be applied to the total outstanding indebtedness under the Note. CAN-DO and/or its assigns and successors shall remain liable for the full amount remaining due under the Note, provided, however, that nothing herein shall prevent the City from forgiving payment of such amount remaining due. In the event that the City determines that any condemnation or taking of any part of the Property does not make it impossible or impracticable to use the Affordable Units for residences for persons of low- and moderate-income, while still complying with the terms of the Funding Agreement and Regulatory Agreement, then CAN-DO 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 the Senior Mortgage.

8. CHANGE OF OWNERSHIP: Except as otherwise provided in paragraph 1 above, CAN-DO shall not transfer, convey or assign any interest in the Property. Notwithstanding the foregoing, the City may in its sole discretion consent to a proposed transfer if the prospective owner agrees in writing to adhere, and if the City determines that the prospective owner is capable of adhering to all agreements, conditions and provisions of the Note, this Mortgage, the Funding Agreement and the Regulatory Agreement.

9. EVENTS OF ACCELERATION (DEFAULT):

The balance owing on the Note, and all other sums owing to the CITY by CAN-DO which are secured by this Mortgage shall immediately become due and payable if any of the following events (called "events of acceleration") occur:

- (a) CAN-DO's failure to comply with any of the conditions in Paragraph 1(a) through (l).
- (b) Insolvency, the appointment of a receiver or liquidator for CAN-DO or property of CAN-DO, assignment for the benefit of creditors or the filing of a petition of insolvency or bankruptcy of CAN-DO;

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

(d) The CITY's discovery of an incorrect statement by CAN-DO, or a failure by CAN-DO to disclose a relevant fact in an application or other document given to the CITY for purpose of the grant secured hereby or any extension thereof.

(e) Any of the following acts by or with respect to CAN-DO: (1) dissolution; (2) failure to pay any tax or assessment against the Property when due, unless such failure is cured within 30 days of 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 the 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.

10. NOTICE OF DEFAULT: Upon the happening of any Event of Acceleration, the City shall notify Mortgagor of the particular default in writing. Said written notice shall identify the particular violation(s) at issue and state that the Borrower has thirty (30) days from the date of said written notice to cure said violation(s) or such longer period as the City reasonably determines may be required to cure said violation, provided that the Borrower commences said cure within said thirty (30) day period and diligently and expeditiously completes said cure. If at the end of said thirty (30) day period or said extended period the Mortgagor has failed to cure, the total amount of the unpaid principal, and any other outstanding charges shall become due and payable immediately without notice or demand, or at City's option, City may exercise its Right to Purchase under Paragraph 5 of the Note.

11. RIGHTS AND REMEDIES:

- (a) The rights and remedies of the Mortgagee as provided in this Mortgage, the Funding Agreement, the Regulatory Agreement and 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 City to insist upon strict performance of any of the agreements, conditions and provisions of this Mortgage, the Note, the Funding Agreement or the Regulatory Agreement shall not be deemed to be a waiver of any of the terms or provisions of this Mortgage, the Note, the Funding Agreement, or the Regulatory Agreement and the City shall have the right thereafter to insist upon strict performance by Mortgagor of any and all of the above.

12. 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, 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 City 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 City 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 City and shall bear interest at the judgment rate from the date of the City's payment until the date of repayment.

13. REQUIRED NOTICES: Mortgagor shall notify the City 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 proposed 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.

14. COMPLIANCE WITH APPLICABLE LAW: Mortgagor shall at its 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 CITY, with respect to or affecting (a) the Property, and the appurtenances thereof and/or (b) the use or occupation of the Property.

15. COSTS OF ENFORCEMENT: Mortgagor agrees to pay the City's 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 Funding Agreement or the Regulatory Agreement.

16. NOTICES TO MORTGAGOR AND THE CITY: All notices, requests or other papers required to be given or delivered to Mortgagor or the City 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: Citizens for Affordable Housing in Newton Development Organization, Inc.
1075 Washington Street
West Newton, MA 02465

If to the City of Newton: Director of Planning and Development
Newton City Hall
1000 Commonwealth Avenue
Newton, MA 02459

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.

This mortgage is under the STATUTORY CONDITION, for any breach of which the Mortgagee shall have the STATUTORY POWER OF SALE.

IN WITNESS WHEREOF, Citizens for Affordable Housing in Newton Development Organization, Inc. as Mortgagor hereunto set their hands and seal this 15th day of November, 2005.

By: Josephine McNeil
Josephine McNeil
Title: Executive Director

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

November 15, 2005

On this 15 day of November 2005 before me, the undersigned notary public, personally appeared Josephine McNeil, proved to me through satisfactory evidence of identification, which were personally known to me, to be the person whose name is signed on the proceeding document, and acknowledged to me that she signed it voluntarily for its stated purpose, as Executive Director of Citizens for Affordable Housing in Newton Development Organization, Inc. d/b/a CAN-DO, a non-profit corporation.

Catherine L. Farrell
Notary Public
My Commission expires: Jun. 31, 2008

05-179/cpamortgage



EXHIBIT A

THE MORTGAGED PREMISES: (also, the "Property") 1093 and 1101 Chestnut Street, Newton, more specifically described as follows:

The land with the buildings and improvements thereon located at and known as 1093 and 1101 Chestnut Street, Newton, Middlesex County, Commonwealth of Massachusetts, shown as Lot 1 on a plan entitled "Plan of Land in Newton, MA, 1093 & 1101 Chestnut Street, Scale: 1 in. = 20 ft., Date: August 30, 2005" prepared by Everett M. Brooks Co., recorded with the Middlesex South District Registry of Deeds as Plan No. 1388 of 2005, and said Lot 1 being more particularly bounded and described follows:

- EASTERLY: by Chestnut Street, one hundred and sixty (160) feet;
- SOUTHERLY: by land now or formerly of J. Y. John and H. C. Eva Wang, according to said plan, one hundred and sixty-five (165) feet;
- WESTERLY: by four parcels of land now or formerly of Amine A. Sabbagh and Ljiljana L. Radonjic, Huakui Yu and Lixia Gao, Anne C. Schiavone, and Richard J. and Carol A. Demichele, according to said plan, one hundred and sixty (160) feet; and
- NORTHERLY: by land now or formerly of Mary C. and Mark C. Secheyco, according to said plan, one hundred and sixty-five (165) feet.

Said Lot 1 contains 26,395 S.F., more or less, according to said plan.

For title reference to 1101 Chestnut Street see Deed from Arthur C. Bosselman and Patricia Bosselman, husband and wife, to Citizens for Affordable Housing in Newton Development Organization, Inc., dated December 23, 2003, and recorded with Middlesex South Registry of Deeds, Book 41705, Page 29.

For title reference to 1093 Chestnut Street see Deed from Margaret M. Bibbo et al. to Citizens for Affordable Housing in Newton Development Organization, Inc., dated December 30, 2002 and recorded with the Middlesex South Registry of Deeds at Book 41705, Page 34.

COPY

Date: November 15, 2005
Place: Newton, Massachusetts

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned (called the "Borrower"), promises to pay to the order of the City of Newton (called the "City"), the sum of seven hundred and thirty five thousand dollars (\$735,000.00) and to pay simple interest on the unpaid principal amount of this Note (as hereinafter defined) at the rate of zero (0%) percent per annum until paid in full. All payments required by this Note shall be made in cash in lawful money of the United States or by certified bank check at the offices of the City at Newton City Hall, 1000 Commonwealth Avenue, Newton, Massachusetts or at such other place as shall be designated by the City.

1. Definitions:

- (a) "Affordable Units": four homeownership units to be sold at affordable prices to first-time homebuyers with two of the units sold to households which have annual household incomes at or below 80% of the area median income and the other two units sold to households which have annual household incomes at or below 100% of the area median income.
- (b) "Project", the housing project to be located on the Property, known as 1093 and 1101 Chestnut Street, which will consist of six (6) units of housing, including the four (4) Affordable Units and two (2) market rate units.
- (c) "Term", the term beginning on the date hereof through and including the Maturity Date.
- (d) "Maturity Date", the date on which all of the units in the Project have been sold.

2. Deferral

Borrower shall have no obligation to pay the principal, interest, or any other outstanding charges due hereunder for the term of this Note; provided that:

- (a) Borrower shall construct and sell two units at affordable prices to income-eligible first-time homebuyers who have annual household incomes at or below 80% of area median income, "the 80% units";
- (b) Borrower shall construct and sell two units at affordable prices to income eligible first-time homebuyers who have annual household incomes at or below 100% of area median income, the "100% units";
- (c) Each of the two 80% units shall be sold subject to a perpetual affordable housing restriction substantially in the form of the Deed Rider attached as Exhibit C to the Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants for Ownership Project between Borrower, the Department of Housing and Community Development ("DHCD"), and the City of Newton ("Regulatory Agreement"), which Regulatory Agreement is to be recorded with the Middlesex South Registry of Deeds. Evidence of the recording of such deed rider for each Affordable Unit shall be provided by Borrower to City;

(d) The form of affordable housing restriction for the 80% units shall be acceptable to DHCD and City and shall satisfy the requirements of G.L. c. 184, §32 and shall be a perpetual restriction preserving the Property's affordable housing rental units for households whose annual household income is at or below 80% of area median income;

(e) Each of the two 100 % units shall be sold subject to a perpetual affordable housing restriction, which is acceptable to the City;

(f) Borrower complies with all terms and conditions of a Preservation Restriction Agreement between Borrower and the City, dated November 4, 2005; and

(g) Borrower complies with all terms and conditions of the Funding Agreement;

(h) Borrower complies with all terms and conditions of the Regulatory Agreement; and

(i) Borrower is diligently pursuing the completion of the Project.

3. Cancellation

The City shall cancel Borrower's obligation to pay the principal and any other outstanding charges due under this Note if on the Maturity Date the City determines that Borrower has fully complied with all the terms and conditions of this Note, the Mortgage, the Funding Agreement, the Historic Preservation Agreement, and the Regulatory Agreement. In the event the City cancels Borrower's obligation hereunder, the City shall notify Borrower in writing, by registered or certified mail, on or before the date thirty (30) days after the Maturity Date. Such written notice shall serve as evidence of the City's exercise of its right to forgive the repayment of the principal and any other outstanding charges due under this Note.

4. Noncompliance

If at any time during this Note Term, the Borrower is not in full compliance with all the terms and conditions of this Note, the Funding Agreement, the Mortgage, the Regulatory Agreement, the Historic Preservation Agreement, and all applicable statutes, laws, ordinances, rules, regulations and orders, whether in effect on the date of this Note or hereafter enacted or made by a Federal, State, municipal, or other public body, department, bureau, officer, or authority, the City shall give the Borrower written notice of this failure to comply. Said written notice shall identify the particular violation(s) at issue and state that the Borrower has thirty (30) days from the date of said written notice to cure said violation(s) or such longer period as the City reasonably determines may be required to cure said violation, provided that the Borrower commences said cure within said thirty (30) day period and diligently and expeditiously completes said cure. If at the end of said thirty (30) day period or said extended period the Borrower is not in compliance, the total amount of the unpaid principal, and any other outstanding charges of this Note shall become due and payable immediately without notice or demand, or at City's option, City may exercise its Right to Purchase under Paragraph 5.

5. City's Right to Purchase

Notwithstanding the foregoing, if, however, during the term of this Note any of the conditions in Paragraph 2 (a-i) are not met, and if the unpaid balance is not repaid by the Borrower, then the City shall have the right, but not the obligation, to purchase the Property for one (\$1.00) dollar in consideration of the cancellation of the entire unpaid balance of this Note. Borrower agrees to deliver to the City a good and sufficient quitclaim deed for the Property within thirty (30) days of receipt of written notice of the City's intention to exercise this right of

purchase. If the City does not exercise its right to purchase, then the entire unpaid balance of this Note hereon shall become due and payable, in lawful money of the United States, at the office of the Director of Planning and Development, 1000 Commonwealth Avenue, Newton, Massachusetts or at such other place as shall be designated by the City.

6. Security

This Promissory Note is secured by a Mortgage of even date on real property located at 1101 and 1093 Chestnut Street, Newton which Mortgage shall be recorded at the Middlesex South Registry of Deeds.

7. Events of Acceleration

The City's right to purchase the Property as set forth above and/or acceleration of this Note shall be triggered immediately, subject to the time periods for notice and cure in Paragraph 4, if any of the following events occur:

- § (a) Any of the conditions in Paragraph 2 (a) through (i) are not met;
- (b) A transfer or change in ownership or use of the Property, without the City's prior written approval; or
- (c) Failure of Borrower to pay any tax or assessment when due or failure to comply with the requirement of every applicable statute, law, ordinance, regulation or order whether in effect on the date of this Note or hereafter enacted or made by any Federal, State, municipal, or other public body affecting the use or occupation of the Property.
- (d) Failure of Borrower to make payment on any loan or comply with any provision of a senior loan which is secured by the Property.
- (e) A failure to disclose or a misstatement by the Borrower of a material fact or information in an application or other document given to the City for the purpose of the grant secured hereby or any deferral or cancellation of this Note.
- (f) Insolvency, appointment of receiver/liquidator for Borrower, an assignment for the benefit of creditors of the Borrower or the filing of a petition of insolvency or bankruptcy of the Borrower.

8. Attorney's Fees/Costs

If suit is instituted by the City to recover on this Note, the Borrower agrees to pay all costs of such collection, including reasonable attorneys' fee and court costs.

9. Notices

Borrower shall promptly notify City of the occurrence of any of the following: a fire or other casualty damage to the Property; receipt of notice of violation from any governmental authority relating to the use, structure or occupancy of the Property; receipt of notice of eminent domain proceedings or condemnation of the Property; any proposed change in the use of the Property; commencement of any litigation affecting the Property, except for litigation where amounts in dispute do not exceed \$25,000; any proposed transfer or change in the ownership of the Property; or receipt of notice of default on any prior lien.

Notice to the Borrower as required in this Note shall be given by mailing such notice by certified mail, return receipt requested to:

Executive Director
Citizens for Affordable Housing in Newton Development Organization, Inc.
1075 Washington Street
Newton, MA 02465

Notice to the City as required in this Note shall be given by mailing such notice by certified mail, return receipt requested, to:

City of Newton Law Department
1000 Commonwealth Avenue
Newton, MA 02459

10. Costs

✱ Borrower agrees to pay all costs of collection of this Note including reasonable attorneys' fees and court costs if this Note is not paid promptly when due and/or the Borrower fails to comply with the terms of the Mortgage, Funding Agreement, Historic Preservation Agreement and Regulatory Agreement, and the same is given to any attorney for collection, whether suit be brought or not.

11. Waiver

Notice of presentment, demand for payment, protest and notice of demand for payment and protest are hereby waived.

IN WITNESS WHEREOF, this Promissory Note has been duly executed by the undersigned.

Citizens for Affordable Housing in Newton Development
Organization, Inc. d/b/a/ CAN-DO, Inc.

Josephine McNeil
By

Its: Executive Director

Alina Kemya Greib
Witness

CLF/05-179/cpanote