

**CITY OF NEWTON HOUSING PROJECT REQUEST FOR CPA AND CDBG FUNDS  
Myrtle Village LLC and 12 and 18-20 Curve Street, West Newton, MA 02465**

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Return to:  
Joseph Rossi, Esquire  
2120 Commonwealth Avenue  
Newton, Massachusetts 02466

MORTGAGE DEED AND SECURITY AGREEMENT  
ARTICLE I

REFERENCE DATA AND DEFINITIONS

1.1 Reference Data:

Date: April 20, 2011

Mortgagor(s): The Myrtle Baptist Church of West Newton, a Massachusetts corporation pursuant to Massachusetts General Laws, Chapter 180 with an address of 21 Curve Street, Newton, Massachusetts.

Mortgagee: The Village Bank  
307 Auburn Street, Newton, Massachusetts 02466

Note Amount: This Mortgage is to secure the \$425,000.00 Loan given to The Myrtle Baptist Church of West Newton

Mortgage Property: The Real Estate consisting of 12 Curve Street and 18-20 Curve Street, Newton, Massachusetts and more particularly described in Exhibit A to this Mortgage, all Leases thereof, and the Fixtures and Collateral.

Permitted Uses: Residential purposes as presently zoned.

Loan Documents: This Mortgage, the Note, Collateral Assignment of Leases and Rents, and any Loan Agreement, and other instruments made for the benefit of the Mortgagee in connection with the Loan and all modifications, extensions and renewals of the foregoing.

12 Curve Str, 18-20 Curve Str, Newton

- 1.2 Definitions: Whenever used in this Mortgage, the following terms shall have the respective meaning set forth opposite such terms.
- (a) Buildings: All buildings, structures, and other improvements now or subsequently constructed or placed upon the Real Estate.
  - (b) Collateral: All personal property belonging to the Mortgagor situated on, used in connection with or relating to the Real Estate including, without limitation, accounts, accounts receivable, chattel paper, contract rights, documents, instruments, general intangibles, inventory, insurance, deposits, profits, records, rents, revenues, supplies, trade names, furniture, furnishings, equipment and building construction materials owned by the Mortgagor and placed on or used for the operation of the Real Estate or paid from the proceeds of the Loan including items which are not and cannot by agreement of the Mortgagor and Mortgagee be deemed real estate; proceeds of any of the foregoing; and any governmental licenses, permits and approvals for the ownership or operation of the Real Estate and Buildings or any part thereof.
  - (c) Fixtures: All items of property of every kind and nature now or subsequently owned or leased by the Mortgagor and affixed or attached to or used or intended to be used or intended to be used in connection with the operation and maintenance of the Real Estate, including, without limitation, all boilers; pumps; tanks; computers; pipes; conduits; electrical and lighting equipment; wiring; heating, plumbing, ventilating and safety apparatus; sprinklers; elevators; escalators; refrigerators; air conditioning and air cooling equipment; storm windows and doors; and other building service equipment reasonably necessary to the continued use and operation of the Mortgaged Property. Each of the foregoing are, insofar as the same can by agreement of the Mortgagor and Mortgagee be deemed, a part of the Real Estate and subject to this Mortgage.
  - (d) Guarantor: (individually and/or collectively, as the case may be): any Guarantor(s) agreeing to guarantee the Mortgage Obligations.
  - (e) Leases: All leases and occupancy or use agreements, oral or written, present or future, covering or relating to all or any part of the Real Estate, together with all options, renewals, amendments and guarantees thereof, and all rents, profits and other benefits arising from any lease or the use of the Real Estate including security deposits.
  - (f) Legal Requirements (i) Any judicial decision, statute, rule, regulation, permit, certificate or ordinance of any court, governmental or municipal body or public official in any way applicable to Mortgagor or the Mortgaged Property, (ii) any and all Leases and other contracts (written or verbal, of any nature to which the Mortgagor may be bound and (iii) any and all restrictions, easements or other covenants or agreements of record affecting the Mortgaged Property.
  - (g) Maker: The party or parties designated as the Maker or Makers of the Note. Mortgagor and Make may or may not be the same party.

- (h) Mortgagor: The person who executes this Mortgage and any subsequent owner of the Mortgaged Property and his respective heirs, executors, administrators, successors and assigns. If Mortgagor consists of more than one Person, all agreements and covenants made by Mortgagor shall be joint and several.
- (i) Mortgage Obligations: The Mortgagor's and the Maker's obligations to (i) pay the Note or such part thereof as shall from time to time be advanced, together with interest thereon, as provided therein; (ii) perform all covenants and agreements in the Loan Documents; and (iii) pay, perform or discharge all other obligations, covenants, representations or warranties contained in or created under the Loan Documents or in or under any other instrument or document given or entered into as security for or in connection with the Note.
- (j) Note: That certain promissory note of even date made by the Mortgagor in favor of the Mortgagee in the Note Amount and all modifications, renewals and extensions thereof.
- (k) Permitted Encumbrance: Any mortgage, lien, restriction or encumbrance set forth or referred to in the Mortgagee's title insurance policy issued in connection with the execution and recording of this mortgage or consented to in writing by the Mortgagee.
- (l) Person: An individual, trust, corporation, partnership or unincorporated association.
- (m) Real Estate: The land described in EXHIBIT A to this Mortgage, together with all Buildings and Fixtures and all rights of way or use, servitudes, licenses, tenements, hereditaments, appurtenances, easements, permits, Leases, and other rights now or subsequently existing, belonging or pertaining to the land, including, without limitation, all judgments, awards of damages and settlements made as a result of or in lieu of any taking of the land or for any damage to the land or any improvement thereon.
- (n) Rents: All of the rents, income, profits and other benefits paid or payable for using, leasing, licensing, possessing, the Mortgaged Property.
- (o) Taxes: All real estate and personal property taxes, water, sewer, and utility rates and charges; and all other taxes, charges, condominium unit assessments for common charges and other assessments and any interest, costs or penalties with respect thereto of any kind and nature which may be assessed, levied or imposed upon the Mortgaged Property or the ownership, use, occupancy or enjoyment thereof.
- (p) The singular number shall include the plural and the plural the singular as the context may require and the use of any general shall include all gender.

## ARTICLE II

GRANT OF MORTGAGE

- 2.1 Grant of Mortgage: Mortgagor grants to Mortgagee the Mortgaged Property, with MORTGAGE COVENANTS, subject to the Permitted Encumbrances, to secure the full and timely payment, performance and discharge or the Mortgage Obligations. This Mortgage is upon the STATUTORY CONDITION and upon the further condition that all obligations and conditions secured by this Mortgage shall be duly performed and observed and upon any breach of or default with respect to the same, Mortgagee shall have the STATUTORY POWER OF SALE and all other powers, rights and remedies afforded by law or equity.

## ARTICLE III

AFFIRMATIVE COVENANTS

Mortgagor covenants and agrees with the Mortgagee that:

- 3.1 Payment and Performance: Mortgagor will pay the Note, as and when called for in the Loan Documents and will perform all of the Mortgage Obligations, in full and on or before the dates they are to be performed.
- 3.2 Existence: Mortgagor will preserve and keep in full force and effect its existence, rights, franchises and trade names.
- 3.3 Compliance with Legal Requirements: Mortgagor will promptly and faithfully comply with in all material respects, conform to and obey all present and future Legal Requirements, affecting the Mortgaged Property.
- 3.4 Payment of Taxes: Subject to the provisions of Paragraph 9.7, Mortgagor will duly pay and discharge, or cause to be paid and discharged, the Taxes, not later than the due date thereof, or the last day on which they may be paid without any fine, penalty, interest or cost.
- 3.5 Repair: Mortgagor will make such repairs and replacements as may be necessary to keep and maintain the Mortgaged property in at least as good repair, order and condition as the same now are or may subsequently be put in while this Mortgage is outstanding reasonable wear and tear thereof, except to the extent construction of or renovation to any Building requires otherwise.
- 3.6 Insurance: Mortgagor shall keep in force and effect with respect to the Mortgaged Property except fire and casualty insurance with extended coverage endorsements including vandalism and malicious mischief in such amounts and with such companies as Mortgagee may require, and in no event less than 100% of the full replacement value or such agreed amount as will

preclude the applicability of any co-insurance provisions. Mortgagor shall keep in force and effect such other insurance, including without limitation, workmen's compensation insurance, builder's risk insurance, as Mortgagee may from time to time reasonably require or as may be required by any applicable Legal Requirement. All certificates of insurance (with evidence of payment of premiums thereon reasonably satisfactory to Mortgagee) shall be deposited with and (except for public liability coverage and any other coverage Mortgagee may determine shall not be payable to it in case of loss, but on which Mortgagee shall in any event be named as an additional insured) shall be first payable in case of loss to Mortgagee. All renewals or replacements of such insurance together with evidence of payment of premiums thereon reasonably satisfactory to Mortgagee shall be delivered to Mortgagee fourteen days before the expiration date of then current insurance. All insurance shall be written by such companies, on such terms, in such form and for such periods and amounts as Mortgagee shall approve and shall not be canceled or modified without 30 days prior written notice to Mortgagee. No settlement on account of any loss covered by such insurance shall be effected without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld or delayed.

- 3.7 Restoration Following Casualty: If any act or occurrence results in damage to the Mortgaged Property, Mortgagor will give notice thereof to Mortgagee and, if so instructed by Mortgagee, will promptly, at Mortgagor's expense, regardless of whether the insurance proceeds (if any) shall be sufficient for the purpose, commence and continue diligently to completion to restore the Mortgaged Property as nearly as possible to its value, condition and character immediately prior to such damage. If Mortgagee determines that the proceeds of the insurance policies are sufficient to restore the Mortgaged Property as nearly as possible to its value, condition and character immediately prior to such damage or if Mortgagor provides additional sums to Mortgagee's reasonable satisfaction so that the aggregate of such sums and the insurance proceeds will be sufficient for such purpose, the proceeds of the insurance policies, together with the additional sums provided by Mortgagor, shall be placed in a separate account for the benefit of Mortgagee and Mortgagor to be used to restore the Mortgaged Property as nearly as possible to its value, condition and character immediately prior to such damage. In the event Mortgagee reasonably determines that such proceeds are insufficient for such purpose or the extent that any funds remain after the Mortgaged Property has been restored or repaired, such proceeds or remaining funds shall be applied against the Mortgage Obligations.
- 3.8 Inspection: Mortgagor will permit Mortgagee, and its agents, representatives and employees to inspect the Mortgaged Property and Mortgagor's records relating thereto at all reasonable times.
- 3.9 Defense of Title: If the title of Mortgagor to, or the interest of Mortgagee in, the Mortgaged Property or any part thereof shall be endangered or shall be challenged, directly or indirectly, Mortgagor shall take all necessary and proper steps for the defense of such title or interest.
- 3.10 Books and Records: Mortgagor shall maintain complete and accurate books and records reflecting the results of its operations and will furnish or cause to be furnished to Mortgagee, on or before ninety (90) days after the end of Mortgagor's fiscal year: (a) a complete statement of Mortgagor's and Maker's financial affairs in form, substance and detail reasonably

acceptable to Mortgagee, such reports to include a balance sheet and statement of profit and loss for the immediately preceding fiscal year of Mortgagor and Maker; and (b) and operating statement, in such detail as Mortgagee may reasonably require, which accurately presents Mortgagor's operations of the Mortgaged Property for the fiscal year then ended. At any time, and from time to time upon Mortgagee's request, Mortgagor shall deliver to Mortgagee evidence of the payment of Taxes, insurance and other operating expenses for the Mortgaged Property and such other data as Mortgagee shall reasonably requires with respect to the Mortgaged Property.

- 3.11 Environmental Compliance: Mortgagor will comply strictly with the requirements of Massachusetts General Laws Chapter 21E and other Legal Requirements, as the same may be amended from time to time, and notify the Mortgagee promptly in the event of any "release" of "oil" or "Hazardous Materials", as those terms are defined in said statute, upon the Mortgaged Property. Notwithstanding any provisions in the Loan Documents limiting the Mortgagor's liability to the Mortgaged Property, Mortgagor agrees to indemnify and hold the Mortgagee harmless from and against all loss, liability, damage and expense suffered or incurred by the Mortgagee under or on account of Chapter 21E, including the assertion of any lien pursuant to Section 13 of Chapter 21E taking priority over the lien of this Mortgagor.
- 3.12 Leases and Rents: Mortgagee shall, at any time subsequent to an Event of Default, have the right to collect all Rents, incomes and other sums due and owing from the Mortgaged Property directly from any lessee, tenant or any other obligor obligated to pay the same Mortgagee at any time may contact each and every such lessee, tenant or obligor and any other party obligated on the Leases, informing them to make payment of all sums due and owing Mortgagor or any other party directly to Mortgagee to the credit of Mortgagor.

#### ARTICLE IV

#### NEGATIVE COVENANTS

Mortgagor covenants that, until all Mortgage Obligations shall have been paid in full or fully performed and discharged.

- 4.1 Use Violations: Mortgagor will not use, maintain, operate or occupy, or allow the use, maintenance, operation or occupancy of the Mortgaged Property in a manner which (a) violates in any material respect any Legal Requirement or the Permitted Use, (b) allows a valid, non-conforming use thereof to lapse or be forfeited, (c) may be dangerous unless safeguarded as required by law, (d) constitutes a public or private nuisance or (e) makes void, voidable or cancelable, or increases the premium of, any insurance then in force with respect thereto.
- 4.2 Alterations: Mortgagor will neither demolish any Building nor commit or permit any waste of the Mortgaged Property and will not (subject to the provisions of Paragraphs 3.5 and 3.7) without the prior written consent of Mortgagee which consent shall not be unreasonably withheld or delayed, make or permit to be made any alterations or additions to the Mortgaged Property of a material nature.

- 4.3 No Further Encumbrances: Mortgagor will not, without the prior written consent of Mortgagee which consent shall not be unreasonably withheld or delayed, create, place, suffer or permit to be created or placed or, thorough any act or failure to act, acquiesce to the placing of or allow to remain, any mortgage, lien, security interest or encumbrance on, regardless of whether same are expressly subordinate to the liens of the Loan Documents, the Mortgaged Property, other than the Permitted Encumbrances and any subsequent Leases approved or permitted by Mortgagee.

## ARTICLE V

### EVENTS OF DEFAULT

Any one or more of the following shall be an Event of Default:

- 5.1 Payment of Note: If Mortgagor and/or Maker shall fail, refuse or neglect to pay, in full, the Note on its maturity date or at the date fixed for prepayment or by acceleration, or any installment of principal and/or interest due under the Note as within five (5) days after written notice that the same was due and payable.
- 5.2 Performance of Mortgage Obligations: If Mortgagor shall fail, refuse or neglect to perform and discharge fully and timely any of its obligations under this Mortgage or the Loan Documents (other than Note payments specified in Paragraph 5.1) as and when required, and such failure or neglect shall not be curable or, if curable, shall continue uncured for more than thirty (30) days after Mortgagee shall give Mortgagor written notice thereof.
- 5.3 False Representation: If any representation or warranty made by Mortgagor, Guarantor, Maker or others in, under or pursuant to the Loan Documents or any other documents executed in connection therewith shall be false, erroneous or misleading in any material respect.
- 5.4 Bankruptcy: If (a) petition is filed by or against Mortgagor, Maker or any Guarantor (or a general partner of any of the foregoing) seeking relief under the bankruptcy, arrangement reorganization or other debtor relief laws of the United States or any state or other jurisdiction or (b) a court shall enter an order, judgment or decree appointing a receiver or trustee for it or him, or for all or any part of its or his property, and (c) such petition, order/judgment or decree shall not be and remain discharged or stayed within a period of ninety (90) beyond all applicable due periods days after its entry.
- 5.5 Default Under Other Liens: A default in the performance of any covenant contained in any Permitted Encumbrance or if the holder of a lien on the Mortgaged Property institutes foreclosure or other proceedings for the enforcement of its remedies thereunder.
- 5.6 Sale Lease or Other Transfer: Any sale, lease, exchange, assignment, conveyance, transfer or possession or other disposition of the Mortgaged Property or any legal or beneficial interest



therein or any part thereof by Mortgagor other than as expressly permitted by or pursuant to the terms of this Mortgage to any party, and any proceeds of such sale shall constitute a trust fund for the benefit of Mortgagee.

- 5.7 Change of Ownership: Any involuntary change in ownership of the Mortgaged Property, in whole or in part. If Mortgagor is a corporation, any change in of more than fifty (50%) percent of the stock ownership of Mortgagor. If Mortgagor is a partnership (limited or general), any present partner of Mortgagor resigns or ceases being a partner of Mortgagor for any reason or if there is any addition to the partners of Mortgagor without the prior written consent of Mortgagee. If Mortgagor is a trust, the trust is terminated or there is a change in the beneficial interest of the trust.
- 5.8 Death or Incapacity: The death, dissolution, business failure, merger or similar event affecting the Mortgagor, Maker, and Guarantor of the Mortgage Obligations.
- 5.9 Other Defaults: The occurrence of any Event of Default, as defined or described in any of the other Loan Documents, including the failure of Mortgagor to maintain in effect insurance satisfactory to Mortgagee or to restore or rebuild any Building promptly after a fire or other casualty.

## ARTICLE VI

### DEFAULT AND FORECLOSURE

If an Event of Default shall occur, Mortgagee may, at its election, exercise any or all of the following remedies:

- 6.1 Acceleration and Future Advances: Declare the outstanding principal balance of the Note immediately due and payable, without notice, demand or action of any nature. Additionally, Mortgagee shall not be required to make any further advances on the Note or other Loan Documents upon the occurrence of an Event of Default or an event which, with due notice or lapse of time, or both, would constitute an Event
- 6.2 Entry of Mortgage Property: Enter upon the Mortgaged Property and take exclusive possession thereof and of all books, records and accounts relating thereto.
- 6.3 Foreclosure of Mortgage Property: Sell, together or in parcels, the Mortgaged Property or any type thereof and the benefit and equity of redemption of Mortgagor therein pursuant to the STATUTORY POWER OF SALE granted in Article II.
- 6.4 Sale of Personality and Fixtures: Sell the Collateral and/or the Fixtures, in whole or in part, as Mortgagee may determine or as provided by law. The requirement of reasonable notice shall be met if notice is mailed, proper postage prepaid, to Mortgagor or other person entitled thereto at least ten (10) days before the time of sale or disposition of the Collateral and/or Fixtures.

- 6.5 Other Remedies: Exercise any other remedy now or hereafter existing in equity, at law, by virtue of statute or otherwise.
- 6.6 Foreclosure and Sale: (a) If bankruptcy or other proceedings affecting Mortgagor involve Mortgagee's interest under this Mortgage, Mortgagor shall reimburse Mortgagee for all reasonable costs and expenses, including court costs and reasonable attorneys' fees, incurred by Mortgagee in protecting its interest in such proceedings (it being agreed that this clause shall also apply prior to the occurrence of an Event of Default); (b) if foreclosure proceedings are begun because of Mortgagor's default and are subsequently terminated prior to a foreclosure sale for any reason, Mortgagee shall be entitled to all reasonable costs and expenses incurred in connection with such proceedings, including court costs and attorneys' fees; and (c) if Mortgagee enters into possession of the Mortgaged Property because of Mortgagor's default, Mortgagor shall reimburse Mortgagee for all reasonable costs and expenses, including court costs and reasonable attorneys' fees, incurred in the care and management of and completion of any development work with respect to the property and in defending any action brought by Mortgagor arising out of Mortgagee's possession.
- 6.7 Separate Sales and Marshalling: Mortgagee may sell all or any portion of the Mortgaged Property together or in lots or parcels and in such manner and order as Mortgagee, in its sole discretion, may elect. Mortgagor irrevocably and unconditionally waives and releases any right to appraisal or marshalling of assets.

## ARTICLE VII

### CONDEMNATION

- 7.1 Application of Proceeds: If all or any part of the Mortgaged Property is condemned or otherwise taken for public use under the power of eminent domain, all amounts awarded for the taking of, or injury to, the Mortgaged Property shall be paid to Mortgagee who shall have the right, in its sole discretion, to apply the amounts so received against (i) the costs and expenses of Mortgagee, including reasonable attorneys' fees incurred in connection with collection of such amounts and (ii) the balance against the Mortgage obligations; provided, however, that if Mortgagee determines, in its sole but reasonable discretion exercised in good faith, that the proceeds of such award are sufficient to restore, repair, replace and rebuild the Mortgaged Property as nearly as possible to its value, condition and character immediately prior to such taking, or if Mortgagor provides additional sums to Mortgagee's satisfaction for such purpose, then the proceeds or such award, together with additional sums provided by Mortgagor, shall be placed in a separate account for the benefit of Mortgagee and Mortgagor to be used to restore, repair, replace and rebuild the Mortgaged Property as nearly as possible to its value, condition and character immediately prior to such taking.

## ARTICLE VIII

SECURITY AGREEMENT

- 8.1 Security Interest: This Mortgage shall be construed as a Mortgage on real property, and it shall also constitute and serve as a security agreement on personal property within the meaning of, and shall constitute a first pledge and assignment and a first security interest under the Uniform Commercial Code with respect to the Collateral, Fixtures, Leases and Rents until the Mortgage Obligations shall be paid in full and/or be duly performed and this Mortgage shall be discharged of record. Mortgagor has granted, and by these presents does grant, to Mortgagee a security interest in and to all of Mortgagor's right, title and interest in, to and under the Collateral, Fixtures, Leases and Rents, to secure the full and timely payment and performance and discharge of the Mortgage Obligations. Upon an Event of Default, Mortgagor shall gather all of the Mortgaged Property which is Collateral at a location designated by Mortgagee for sale pursuant to terms hereof.
- 8.2 Financing Statements: Mortgagor shall execute and deliver to Mortgagee, in form and substance satisfactory to Mortgagee, such financing statements and such further assurances as Mortgagee may, from time to time, consider reasonably necessary to create, perfect and preserve Mortgagee's security interest herein granted, and Mortgagee may in the name of Mortgagor execute and cause such statements and assurances to be recorded and filed at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest. This Mortgage shall be effective as a financing statement filed as a fixture filing in the Registry of Deeds where the land lies from the date of its filing for record covering the Fixtures. The address of Mortgagor and Mortgagee are as set forth herein. Mortgagor's Address is its sole place of business with the State. The above described goods are or are to become fixtures related to the Real Estate of which Mortgagor is the record title owner.
- 8.3 Uniform Commercial Code Remedies: Mortgagee shall have all the rights, remedies and recourses with respect to the Collateral, Fixtures, Leases and Rents afforded a secured party by the aforesaid Uniform Commercial Code in addition to, and not in limitation of, the other rights, remedies and recourse afforded by the Loan Documents and at Law.

## ARTICLE IX

MISCELLANEOUS

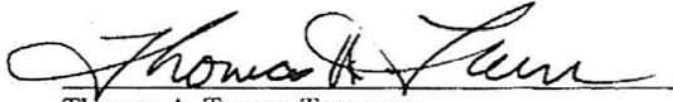
- 9.1 Further Assurances: Mortgagor shall, on demand of Mortgagee, do any act or execute any additional documents (including the issuance of estoppel certificates or declarations of no setoff) reasonably required by the Mortgagee to secure the Note or to confirm the lien of the Mortgage or any other Loan Documents.

- 9.2 Notices: Any notice, demand or other communication under this Mortgage shall be deemed sufficiently given if hand delivered, telefaxed with confirmation of receipt or mailed postage prepaid by overnight, certified or registered mail, return receipt requested to a party at its address.
- 9.3 Waivers, Extensions and Releases: The Mortgagee may waive any one or more of the conditions or requirements contained in this Mortgage or extend the time for payment or performance of the Mortgage Obligations or release portions of the Mortgaged Property from the lien hereof or of the provisions of any other Loan Document, or grant any such indulgences as it deems appropriate and any such waiver or indulgence in any instance or under any particular circumstance shall not be considered a waiver of such condition in any other instance or any other circumstance. No course of dealing between the parties shall be interpreted or deemed to waive or vary the terms of this Mortgage.
- 9.4 Mortgagee's Right to Pay Mortgage Obligations: If Mortgagor or any other party shall fail to make any required payment or perform any of the Mortgage Obligations required by the Loan Documents, (subject to applicable notice, grace and cure periods) then at any time thereafter and without notice or demand upon Maker, Mortgagor or any other party, and without waiving or releasing any other right or remedy Mortgagee may have because of the same, Mortgagee may (but shall not be obligated to) make such payment or perform such act for the account of and at the expense of Mortgagor and shall have the right to enter upon the Mortgaged Property for such purpose and to take all such action thereon with respect to the Mortgaged Property as it may deem necessary or appropriate. Mortgagor shall be obligated to repay Mortgagee for all sums advanced by it pursuant to this Paragraph 9.4 with interest at the highest rate of interest specified in the Note. Such payment or expenditure shall constitute additions to the Mortgage Obligations, shall be secured by the Loan Documents and shall be paid by Mortgagor to Mortgagee upon demand.
- 9.5 Severability: If any provision of any Loan Document or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of the instrument in which such provision is contained nor the application of such provision to other persons or circumstances or other instruments referred to hereinabove shall be affected thereby, but rather, the same shall be enforced to the greatest extent permitted by law.
- 9.6 Entire Agreement and Modification: The Loan Documents contain the entire agreements between the parties relating to the subject matter hereof and thereof, and all prior agreements relative thereof which are not contained herein or therein are terminated. The Loan Documents may be amended or modified only by written instrument or instruments executed by the party against which enforcement of the amendment, waiver, release or modification is asserted. Any alleged amendment, waiver, release or modification which is not so documented shall not be effective as to any party.

- 9.7 Tax Escrow: To implement the provisions of Paragraph 3.4, Mortgagor, at Mortgagee's request, shall pay to Mortgagee, in advance as and when directed by Mortgagee in their reasonable discretion and as escrowed sums, an amount equal to the annual Taxes (estimated wherever necessary) to become due for the Tax year during which such payment is so directed. The Escrowed Sums may be held by Mortgagee in non-interest bearing accounts and may be commingled with Mortgagee's other funds.
- 9.8 Sole Benefit: This instrument and the other Loan Documents have been executed for the sole benefit of Mortgagor, Maker, Guarantor and Mortgagee and the successors and assigns of Mortgagee. Mortgagor, Maker and Guarantor shall have no right to assign any of their rights under the Loan Documents to any party, including the right to receive advances under the Note or otherwise.
- 9.9 Business or Commercial Purpose: Mortgagor warrants that the extension of credit evidenced by the Note secured hereby is solely for business purposes of Mortgagor as set forth in its Articles of Organization.

In Witness Whereof, The Myrtle Baptist Church of West Newton has caused its seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Thomas A. Turner, its Treasurer, duly authorized, this 20<sup>th</sup> day of April, 2011.

The Myrtle Baptist Church of West Newton  
By:




Thomas A. Turner, Treasurer  
Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On the 20<sup>th</sup> day of April, 2011 personally appeared before me the above-named Thomas A. Turner, Treasurer of The Myrtle Baptist Church as aforesaid and proved to me through satisfactory evidence, which was a valid Massachusetts Driver's license, to be the person whose signature is affixed above, and acknowledged to me that he signed the foregoing document voluntarily for its stated purpose.

  
Joseph Rossi – Notary Public  
My Commission Expires: 5/13/2016

JOSEPH ROSSI  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
May 13, 2016

## EXHIBIT A

## LEGAL DESCRIPTION

## 12 Curve Street, Newton, Massachusetts

The land with the buildings thereon situated on Curve Street in that part of Newton, Middlesex County, Massachusetts, called West Newton, being the lot marked "C" on a plan entitled "Plan of Land Owned by Catherine A. Nugent, West Newton, Mass.", dated Dec. 28, 1917, drawn by Wm. E. Leonard, C.E., recorded with Middlesex South District Deeds at the End of Book 4182, bounded and described as follows:

NORTHWESTERLY	by Curve Street as shown on said plan, sixty-eight and 57/100 (68.57) feet;
NORTHEASTERLY	by Lot B, as shown on said plan, eighty and 34/100 (80.34) feet;
SOUTHEASTERLY	by land now or formerly of Nugent, nineteen and 10/100 (19.10) feet; and
SOUTHWESTERLY	by land now or late of Barry, eighty-nine and 90/100 (89.90) feet.

Containing 3,566 square feet of land, according to said plan.

Said land is subject to the easements taken by the City of Newton for sewer in Curve Street as set forth in instrument recorded in Book 2705, Page 519, and for layout of said Curve Street, including the right to slope, as set forth in instrument recorded in Book 7973, Page 559.

Also a certain parcel of land in said Newton adjoining the above described land, being Lot 13B on plan recorded with said Deeds, Book 11212, Page 78, reference to which Book and Page being hereby made for a more particular description of said Lot 13B.

For mortgagor's title see deed recorded herewith. (Purchases)

EXHIBIT A

LEGAL DESCRIPTION

18-20 Curve Street, Newton, Massachusetts

A certain parcel of land with the buildings thereon situate in that part of said Newton called West Newton, being now numbered 20 Curve Street and shown as Lot 13 on a plan by James W. Wight dated October 27, 1870, recorded with Middlesex South District Deeds in Book 1171, Page 281, bounded and described as follows:

- WESTERLY: by Curve Street, one hundred thirty-four (134) feet;
- NORTHERLY: by Lot 12, as shown on said plan, ninety-three (93) feet eight (8) inches;
- EASTERLY: by Lot 14, as shown on said plan one hundred six (106) feet four (4) inches; and
- SOUTHERLY: by Lot 15, as shown on said plan, one hundred twenty (120) feet four (4) inches.

Containing 12,845 square feet according to said plan.

Subject to takings and easements of record.

For mortgagor's title see deed dated January 30, 1964 and recorded with Middlesex South District Registry of Deeds in Book 10455, Page 494.