

8 pgs

Locus: 61 Pearl Street  
Newton, MA 02458



Bk: 56805 Pg: 450 Doc: MTG  
Page: 1 of 8 05/02/2011 11:45 AM

**MORTGAGE**

7. **CITIZENS FOR AFFORDABLE HOUSING IN NEWTON DEVELOPMENT ORGANIZATION, INC.** with a mailing address of 1075 Washington Street, Newton, MA 02465 its successors and assigns (hereinafter the "Mortgagor"), owner in fee simple of property known as **61 Pearl Street, Newton, Massachusetts** (the "Property"), for consideration paid hereby grants to the Newton Community Development Authority, an agency organized and existing pursuant to Chapter 705 of the Acts of 1975 and Chapter 121B of the General Laws of the Commonwealth of Massachusetts, as amended, having an office at Newton City Hall, 1000 Commonwealth Avenue, Newton, County of Middlesex, Massachusetts, (hereinafter the "Mortgagee" or "NCDA") with **Mortgage Covenants** that certain parcel of land and the buildings thereon now known and numbered **61 Pearl Street, Newton, Middlesex County, Massachusetts**, (the "Property") together with all right, title and interest, if any, of the Mortgagor of, in and to any streets and roads abutting the above-described premises to the center lines thereof, as more particularly described in **Exhibit A** attached hereto.

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

**1. INCOME REQUIREMENTS:** Units assisted under this loan, must be rented to HOME and Community Development Block Grant (CDBG) Program income-eligible households, as determined by the U.S. Department of Housing and Urban Development with the property secured by a restrictive covenant.

**2. PAYMENT AND PERFORMANCE:**

(a) This mortgage shall secure repayment of four hundred and eighty thousand dollars and no cents (\$480,000.00) in accordance with the terms of the Note of even date between the Mortgagor and NCDA ("the Note"), the unpaid principal and interest of the Note, and all other sums provided in said Note and this Mortgage

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

**3. PROPERTY CONDITION AND REPAIR:**

(a) The Mortgagor shall keep the Property in good order and repair equal to the condition of the Property at the completion of project rehabilitation and in compliance with the Federal Section 8 Housing Quality Standards, as referenced in the CDBG and HOME Program Loan Agreement, reasonable wear and tear excepted, and shall make or cause to be made, as and when necessary, all repairs, renewals and replacements, structural and nonstructural, exterior and interior, ordinary and extraordinary, foreseen and unforeseen.

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

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

Locus: 61 Pearl Street  
Newton, MA 02458

**(c) 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 Loan Agreement and will include replacement value coverage. The NCDA reserves the right to require additional coverage as is reasonable under the circumstances.

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

**4. TAXES AND SENIOR LIENS:**

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

(b) Mortgagor represents said Property is free from any other encumbrances other than that certain mortgage from Mortgagor to Cambridge Savings Bank dated January 7, 2011 and recorded in the Middlesex South Registry of Deeds at Book 56248, Page 127 and will remain free from any other encumbrances except as authorized in advance, in writing by the NCDA.

**5. CONDEMNATION AND EMINENT DOMAIN:**

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

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

Locus: 61 Pearl Street  
Newton, MA 02458

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

#### **6. CHANGE OF OWNERSHIP:**

(a) Mortgagor understands and agrees that the NCDA will not consent to any transfer or change in ownership in the Property or any part thereof unless the terms and conditions of the HOME Program regulations continue to be met for the period of the mortgage. If at any period during the term of the mortgage, the HOME-assisted units do not meet the affordability requirements for the period specified in *CFR 24.252 Qualification as affordable housing: Rental Housing*, then one hundred percent of the HOME assistance must be repaid by mortgagor to the NCDA for deposit into the HOME Investment Partnerships Account.

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

(c) This paragraph 6 notwithstanding, Mortgagor understands and agrees that the NCDA may in its discretion consent to a proposed transfer if the prospective new owner agrees in writing to adhere, and if the NCDA determines that the prospective new owner is capable of adhering, to all agreements, conditions and provisions of the Note, this Mortgage, Declaration of Affordable Housing Covenants and the CDBG and HOME Program Loan Agreement, and the Housing and Community Development Act of 1974, as amended, or if the CDBG and HOME Programs are no longer in effect, then the requirements of the City of Newton's Affordable Rent Policy.

#### **7. EVENTS OF ACCELERATION (DEFAULT):**

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

(i) Insolvency, the appointment of a receiver or liquidator for Mortgagor or property of Mortgagor, assignment for the benefit of creditors or the filing of a petition of

Locus: 61 Pearl Street  
Newton, MA 02458

insolvency or bankruptcy of Mortgagor, or the dissolution of Mortgagor; foreclosure of the property by the senior mortgagee.

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

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

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

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

(vi) A transfer or change in ownership of the Property or any part of it, if not previously approved by the NCDA as provided in Paragraph 6 above;

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

(viii) Placing a lien or encumbrance on Property without the prior consent of NCDA;

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

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

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

Locus: 61 Pearl Street  
Newton, MA 02458

90 days of written notice thereof (or such longer period as the NCDA reasonably determines may be required to cure said event).

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

**9. RIGHTS AND REMEDIES:**

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

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

**11. RIGHT TO CURE:** Upon the failure of Mortgagor to pay, when due, any taxes, municipal liens, or assessments on the Property, unless these taxes have been deferred pursuant to law, or to make, when due, any payment upon indebtedness secured by a lien or encumbrance having priority over this Mortgage, or to keep the Property in good repair, or to keep the Property free from further liens or encumbrances, or to keep the Property insured as required by this Mortgage after notice to Mortgagor, the NCDA may, at its option, make such payment, or procure such repairs, or obtain the release of such further lien or encumbrance, or obtain such insurance. Any sum expended by the NCDA in so doing shall be immediately repaid by Mortgagor, or shall become a part of the debt secured by this Mortgage, as may be determined by the NCDA and shall bear interest at the judgment rate from the date of the NCDA's payment until the date of repayment.

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

- (a) a fire or other casualty causing damage to the Property;
- (b) receipt of notice of violation from any governmental authority relating to the structure, use or occupancy of the Property;



Locus: 61 Pearl Street  
Newton, MA 02458

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

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

**IN WITNESS WHEREOF,** Citizens for Affordable Housing in Newton Development Organization, Inc. as Mortgagor hereunto set its hand and seal this 31<sup>st</sup> day of March, 2011.

By: Josephine McNeil  
Josephine McNeil

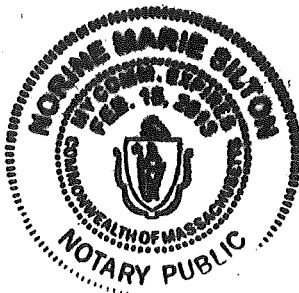
Title: Executive Director

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

March 31, 2011

Then personally appeared the above-named Josephine McNeil as Executive Director of Citizens for Affordable Housing in Newton Development Organization, Inc. and proved to me through satisfactory evidence of identification, which were personally known, 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.



Notary Public

My Commission expires: 2/15/13

Noeline Marie Sutton

Locus: 61 Pearl Street  
Newton, MA 02458

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

61 Pearl Street, Newton, MA

That certain parcel of land, together with the buildings thereon, situated in Newton, Middlesex County, Massachusetts, being presently numbered 61 Pearl Street, shown as Lot 12 in Section 70, Book 16, on a plan from 1946 Atlas of the City of Newton, containing 7300 square feet and bounded and described as follows:

- SOUTHERLY by said Pearl Street, one hundred (100) feet;
- WESTERLY by land now or formerly of Emerson, eighty (80) feet;
- NORTHERLY by land now or formerly of Laffie by a line parallel with Pearl Street, sixty-five (65) feet;
- EASTERLY by a line parallel with Carleton Street, twenty (20) feet;
- NORTHERLY by a line parallel with Pearl Street, thirty-five (35) feet; and
- EASTERLY again by Carleton Street, sixty (60) feet.

Be any or all measurements or contents more or less, or however otherwise bounded, measured or described.

Being the same premises conveyed to Mortgagor by deed dated December 14, 2010 of Margaret Murray, Trustee of the 61 Pearl Nominee Trust, u/d/t April 30, 2009 recorded with the Middlesex Registry of Deeds at Book 56248, Page 125.







2011 00078001

Bk: 56805 Pg: 458 Doc: VOTE  
Page: 1 of 2 05/02/2011 11:45 AM

2 PB  
AZ

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

**CERTIFICATE OF AUTHORITY - CORPORATE**

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 February 9, 2011 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. Jane Eisenstark is the duly qualified and acting President of the Corporation; Kenneth Sinclair is the duly qualified and acting Treasurer of the Corporation and Josephine McNeil is the dully qualified and acting Executive Director of the Corporation.

Clerk: Deanna Reid

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss

March 31, 2011

On this 31<sup>st</sup> day of March 2011, before me, the undersigned notary public, personally appeared Deanna Reid, proved to me through satisfactory evidence of identification, which were 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 Clerk of Citizens for Affordable Housing in Newton Development Organization, Inc., d/b/a CAN-DO.

Notary Public

My commission expires:

July 18, 2014

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

## EXHIBIT A

### CERTIFICATE OF VOTE OF THE BOARD OF DIRECTORS

I, Deanna Reid, 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 February 9, 2011 at 7:15 p.m. at The Eliot Church at 474 Centre Street, 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 term sheet, all applications, notes, mortgages and other customary financing documents necessary in connection with a Forgivable Deferred loan ("the Loan Monies") in the amount of \$480,000 from the Newton Community Development Authority for the acquisition and rehabilitation of 61 Pearl Street, Newton, MA. (the "Pearl Street Project").

VOTED: That the portion of the Loan Monies consisting of Community Development Block Grant funds in the amount of One Hundred Ninety Thousand Six Hundred and Eight-Four dollars and Fifty-Eight cents (\$190,684.58) ("the CDBG Program Funds") and the portion of the Loan Monies consisting of HOME Investment Partnership Program Funds in the amount of Two Hundred Eight-Nine Thousand, Three Hundred and Nineteen dollars and Forty-Two cents (\$289,315.42) ("the HOME Program Funds") shall be applied to pay down the existing mortgage on 61 Pearl Street in favor of the Cambridge Savings Bank dated January 7, 2011, recorded in Book 56248, Page 127, at the Middlesex South Registry of Deeds;

VOTED: That the three affordable units of the Pearl Street Project shall each be conveyed subject to a Declaration of Restrictive Covenants to be executed and recorded at the time of the sale of each of said units in order to ensure that the three affordable units remain affordable in perpetuity:

VOTED: That Josephine McNeil, Executive Director, is hereby authorized to execute a Mortgage, Promissory Note, and a CDBG and HOME Program Funding Agreement ("Loan Agreement") and to authorize that the three affordable units remain affordable in perpetuity by means of a Declaration of Restrictive Covenants to be executed and recorded at the time of the sale of each of the three affordable units.

## PROMISSORY NOTE

PLACE: 61 Pearl Street, Newton, MA

DATE: March 31, 2011

FOR VALUE RECEIVED **CITIZENS FOR AFFORDABLE HOUSING IN NEWTON DEVELOPMENT ORGANIZATION, INC.** (hereinafter the "Borrower") promises to pay to the order of the **NEWTON COMMUNITY DEVELOPMENT AUTHORITY**, an agency organized and existing pursuant to Chapter 705 of the Acts of 1975 and Chapter 121B of the General Laws of the Commonwealth of Massachusetts, as amended, acting by and through its Sole Member and/or designated staff, but without personal liability to the Sole Member or her staff (hereinafter the "Authority" or the "NCDA") the principal sum of **FOUR HUNDRED AND EIGHTY THOUSAND DOLLARS and NO CENTS (\$480,000.00)** with interest at the rate of **ZERO percent (0%)** per annum on the unpaid principal amount of this Note from the above date until the Maturity Date, as defined below. This Note is secured by a mortgage of real estate in Newton, Massachusetts, to be recorded with the Middlesex South Registry of Deeds.

### 1. DEFINITIONS: The terms below as used in this Note shall have the following meanings:

(a) "PREMISES" the property known and numbered 61 Pearl Street, Newton, Massachusetts, as more particularly described in a Mortgage of even date by and between the Borrower and the NCDA.

(b) "COMPLETION DATE" the date on which (i) all required Certificates of Occupancy for the units on the Property are issued by the City of Newton Inspectional Services Department; (ii) the Borrower has provided written notification to the NCDA; and (iii) the NCDA has verified that all units are fully occupied. If the units receive Certificates of Occupancy and are occupied on different dates, then the Completion Date shall be the date of occupancy of the unit which is occupied last.

(c) "MATURITY DATE" the date **fifty (50) years** from the Completion Date.

(d) "NOTE TERM" the period beginning at the date set forth above and ending on the Maturity Date.

(e) "LOAN AGREEMENT" the CDBG and HOME Program Loan Agreement between the Borrower and the NCDA executed as of the date hereof.

(f) "MORTGAGE" the Mortgage of even date from the Borrower to the NCDA granting the NCDA a mortgage on the Premises.

(g) "DECLARATION" the Declaration of Affordable Housing Covenants of even date from the Borrower to the NCDA placing an affordable housing restriction on the Premises.

### 2. INDEBTEDNESS AND PAYMENT:

(a) On the Maturity Date, Borrower promises to pay to the Authority the principal sum of **FOUR HUNDRED AND EIGHTY THOUSAND DOLLARS and NO CENTS (\$480,000.00)** ("principal") and to pay simple interest ("interest") at an annual rate of zero percent (0%) which shall accrue during the Note Term on the unpaid principal of this Note. If Borrower fails to pay the outstanding balance due on the Maturity Date, the interest shall continue to accrue at the rate stated herein until such time as Borrower makes full payment of all monies owed under this Note.

(b) All payments required by this Note shall be made at the offices of the Authority at Newton City Hall, 1000 Commonwealth Avenue, Newton, MA or at such other place as shall be

designated by the Authority. All payments shall be made in cash in lawful money of the United States or by certified bank check.

**3. NOTE CANCELLATION:** The NCD A shall cancel the Borrower's obligation to pay the principal and any other outstanding charges due under this Note if on the Maturity Date the NCD A determines that the Borrower has fully complied with all the terms and conditions of the Loan Agreement, the Mortgage, the Declaration of Affordable Housing Covenants, and this Note, except those terms and conditions which the NCD A expressly excused the Borrower from performing throughout this Note Term. In the event that the NCD A cancels the Borrower's obligation hereunder, the NCD A shall notify the 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 NCD A's exercise of its right to forgive the repayment of the principal and any other outstanding charges due under this Note. Such written notice shall be accompanied by a duly executed discharge of the Mortgage given to secure this Note.

**4. EVENTS OF ACCELERATION:** The entire unpaid principal of this Note, together with any other charges accrued thereon, and all other sums owing to the Authority by the Borrower which are secured by this Note shall immediately become due and payable, at the option of the Authority, without notice to the Borrower upon the occurrence of any Event of Acceleration, as this term is defined in the Mortgage and/or the Loan Agreement. Upon the occurrence of an Event of Acceleration, the Authority shall have the right to pursue any remedy at law and in equity in order to recover the amounts due to the Authority. Said right of recovery shall include the right to foreclose on the Mortgage and/or attach future income or other assets of Borrower in order to satisfy any judgment on this Note rendered in favor of the Authority. The Borrower agrees to pay all reasonable 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 this Note, the Mortgage, or the Loan Agreement, and the same is given to any attorney for collection, whether suit be brought or not.

**5. NOTICES:** Notice as required in this Note shall be given by mailing such notice by certified mail, return receipt requested as follows:

If to the Borrower: Citizens for Affordable Housing in Newton Development  
Organization, Inc.  
1075 Washington Street  
Newton, MA 02465  
Attention: Executive Director

If to the Authority: Sole Member  
Newton Community Development Authority  
Newton City Hall  
1000 Commonwealth Avenue  
Newton, MA 02459

6. The Borrower hereby waives demand, protest and notice of demand and protest and notice of non-payment and all other requirements necessary to hold Borrower liable hereunder, and the Borrower hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which might otherwise apply to the debt evidenced by this Note.

**7. MISCELLANEOUS:**

(a) The provisions of this Note are severable. If any term or provision of this Note shall be deemed to be invalid or unenforceable by a court of competent jurisdiction, such finding shall not affect the other provisions of the Note which shall remain in full force and effect.

(b) This Note may not be modified except by agreement in writing and signed by both parties.

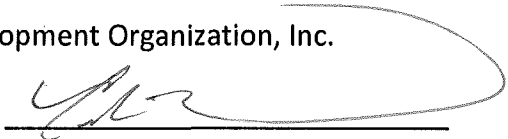
(c) Captions contained herein are for convenience only and are not intended to become a part of this Agreement.

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned as of this 31st day of March, 2011.

Borrower:

Citizens for Affordable Housing in Newton Development Organization, Inc.

  
By: Josephine McNeil

  
Witness

Title: Executive Director