

## REAL ESTATE MORTGAGE



I, NORMAN LESTER COX

of Mendon, Worcester County, Massachusetts hereinafter called the Mortgagor, being unmarried, for consideration paid, grant to Greenleaf Financial Services, Inc., 230 Main Street, Milford, Worcester County, Massachusetts, a corporation established under the laws of the Commonwealth of Massachusetts, hereinafter called the Mortgagee, with MORTGAGE COVENANTS, to secure payment of

SIXTY THOUSAND AND NO/XX DOLLARS ----- (\$60,000.XX/XX)

all as provided in a note of even date, and also to secure the performance of all agreements and conditions herein contained.

**THIS IS A BLANKET MORTGAGE COVERING TWO (2) PARCELS OF LAND AS HEREIN DESCRIBED:**

The land with the buildings thereon situated at: (1) 34 George Street, Mendon, MA  
(2) Lot #28, Neckhill Road, Mendon, MA

Bounded and described as follows:

The land in Mendon, being three (3) parcels of land, together with buildings thereon, situated in Mendon, Ma., and being a portion of the premises described in deed of Louise P. Griffith to Arthur V. Pond et als; said deed dated May 20, 1940, and recorded with the Worcester Registry of Deeds in Book 2775, Page 472.

PARCEL 1 being a portion of the first parcel recited in Book 2775, Page 472 is situated in said Mendon and is located on the easterly side of George Street.

PARCEL 2 being a portion of the second parcel in Book 2775, Page 472 is situated in said Mendon on the northerly side of the Old Boston and Hartford Turnpike.

PARCEL 3 the THIRD parcel of land, known as the "homesite" in Book 2775, Page 472, has also been conveyed in part to the above named mortgagor. Parcel 3 is subject to any reservations, easements, or privileges of record, if any there be now existing, especially those mentioned in deed of Naum Gaskill to John S. Gaskill, said deed dated March 23, 1840, and recorded with the Worcester District Registry of Deeds Book 350, Page 513.

The third parcel in this mortgage is a portion of the last parcel described in Book 2775, Page 472.

EXCEPTING from the above described premises, Lot #44 in Plan Book 524, Plan 4 as described in deed recorded with said Deeds, Book 8345, Page 121.

EXCEPTING from the above described premises property as described in deed dated April 22, 1994 and recorded with said Deeds in Book 16226, Page 118.

RETURN TO: Greenleaf Financial Svcs.  
PO Box 158  
Milford, Ma. 01757

NELSON & O'CONNELL

# 11,860

Property Address: 34 George Street and Lot #28 Neckhill Road  
Mendon, MA

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Also excepting any other conveyance appearing of record.

**BEING ALL AND THE SAME PREMISES** conveyed to this mortgagor by deed of Anna H. Pond dated August 6, 1964 and recorded with said Deeds, Book 4489, Pages 124 and 126.

Together with any and all buildings, structures, improvements, fixtures and articles of personal property now or hereafter attached to or used in the operation of said premises, including all plumbing, heating, cooking, lighting, refrigerating, ventilating and air conditioning equipment; garbage and refuse incinerators and receptacles; elevators and elevator machinery; shades, screens, awnings and detachable windows, blinds and doors; boilers; stoves; tanks; motors; sprinklers and fire extinguishers; doorbells and alarm systems, built-in cases, counters, closets, chests of drawers and mirrors; trees, hardy shrubs and perennial flowers; and all other equipment and machinery, appliances, fittings and fixtures of every kind in or used in the operation of any building now or hereafter on the said premises; together with any and all replacements thereof and attachments thereto.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging; and also all the estate, right, title and interest of the Mortgagor, of, in, and to the aforementioned property and every part and parcel thereof and all rights to recover damages for the taking of title to, possession of, or any interest in the premises, and property hereby conveyed or any part thereof by right of eminent domain.

The Mortgagor covenants and agrees: to keep the buildings now or hereafter standing on the mortgaged premises in good condition and repair, and insured against loss or damage by fire and other hazards as the Mortgagee may from time to time require, all such insurance to be in forms, in companies and in sums satisfactory to the holder of this Mortgage, all insurance policies on said buildings to be held by and to be for the benefit of and payable in case of loss to such holder; at least fifteen days before the expiration of each such policy to deliver to the holder of this Mortgage a new and sufficient policy to take the place of the one so expiring; not to commit nor suffer any violation of any law, by-law, ordinance or restriction affecting the premises hereby conveyed; to pay before the same shall become delinquent or any penalty attached thereto for non-payment, all taxes, assessments and charges of every nature to whomever assessed that may now or hereafter be levied or assessed upon the mortgaged property.

The Mortgagor hereby authorizes the Mortgagee to pay: all taxes, assessments, water rates and charges with interest, costs and charges accrued thereon which may at any time be a lien upon the mortgaged property or any part thereof; the premiums for any insurance required thereunder; and any amounts due and owing and secured by a lien prior to the within Mortgage. The Mortgagor further authorizes the holder to incur at any time any reasonable expenses in protecting its security.

The Mortgagor further agrees on demand, to assign to the holder hereof any and all leases of the mortgaged premises, or any portion thereof; such assignments shall be in form satisfactory to the holder and shall provide that time Mortgagor may have and retain the rents and profits accruing under the lease until a default occurs in any condition of this Mortgage, but that after any default occurs any rents and profits received by the holder prior to foreclosure may be applied to the reduction of the mortgage debt, and that after foreclosure no assignee of any lease so assigned shall

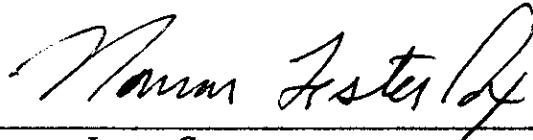
be liable to account to the Mortgagor or his successors, for any amounts or profits thereafter accruing or otherwise,

If any default shall occur in any prior mortgage or any postponement of payment or extension of said prior mortgage on the mortgaged premises and same shall continue for a period of 30 days, or if entry shall be made or foreclosure proceedings commenced under such prior mortgage or if the Mortgagor should sell, transfer or enter into an agreement to sell the mortgaged premises, then the entire debt secured hereby shall become immediately due and payable at the option of the holder hereof.

If foreclosure proceedings shall be commenced hereunder the holder hereof shall be entitled to collect all costs, charges and expenses including attorneys' fees which may be suffered or incurred by it in connection therewith. In case of any foreclosure sale, Mortgagor hereby authorizes Mortgagee as its agent and attorney-in-fact to assign to the purchaser or purchasers at such sale all insurance policies on the mortgaged premises then held by the Mortgagee and all leases to which the mortgaged premises shall then be subject.

This mortgage is upon the STATUTORY CONDITION and on the further condition that the mortgagor shall keep the buildings now or hereafter standing on said premises insured against loss by fire and against other casualties and contingencies when required by the holder hereof in a sum not less than the total due on this and all prior mortgages outstanding on the premises and in a company or companies satisfactory from time to time to the holder of this mortgage; all such insurance to be for the benefit and first payable in case of loss to such holder, and, for any breach of any or these conditions the mortgagee shall have the STATUTORY POWER OF SALE, and for said consideration I, NORMAN LESTER COX release to the mortgagee all rights of tenancy by the courtesy, dower, homestead, and all other interests in the mortgaged premises for ourselves and our minor children.

WITNESS MY HAND AND SEAL THIS 29<sup>TH</sup> DAY OF MAY, 1998.



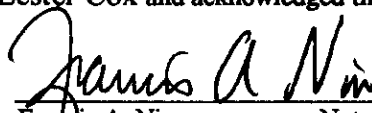
Norman Lester Cox

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

May 29, 1998

Then personally appeared the above named Norman Lester Cox and acknowledged the foregoing instrument to be his free act and deed, before me,



Francis A. Niro

Notary Public

My commission expires: 6-18-99

ATTEST: WORC. Anthony J. Vigliotti, Register