

Then personally appeared the above named

RICHARD R. GREGOIRE AND EVA M. GREGOIRE

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and acknowledged the foregoing instrument to be THEIR free act and deed, before me

ADELE E. MORONEY, ESQ. Notary Public - ~~Justice of the Peace~~

My commission expires April 28, 1972

Recorded March 9, 1971 at 4h. 4m. P. M.

■ END OF INSTRUMENT ■

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That we, WILLIAM H. GASKILL and LUCY I. GASKILL, husband and wife of Hopedale, Worcester County, Massachusetts, (hereinafter with OUR heirs, executors, administrators and assigns referred to as Mortgagor);

FOR CONSIDERATION PAID, GRANT unto MILFORD SAVINGS BANK
Milford, Massachusetts

a corporation organized and existing under the laws of Commonwealth of Massachusetts (hereafter with its successors and assigns referred to as Mortgagee);

WITH MORTGAGE COVENANTS to secure the payment of --TWENTY-TWO THOUSAND EIGHT HUNDRED and no/100-----Dollars (\$ 22,800.00), with interest from date, at the rate of ----SEVEN and ONE-HALF----- per centum (-- 7 1/2 %) per annum on the unpaid balance until paid, as provided in a note of even date herewith, said principal and interest being payable at the office of
Milford Savings Bank

in Milford, Massachusetts , or at such other place as the holder may designate, in writing, in monthly installments of --ONE HUNDRED SIXTY-EIGHT and 49/100----- Dollars (\$ 168.49-----), commencing on the first day of April 1971 , and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of

March , 1996 , and also to secure the performance of all covenants and agreements herein contained, a certain parcel of land with all the buildings and structures now or hereafter standing or placed thereon, situated in Mendon , in the County of Worcester and Commonwealth of Massachusetts, bounded and described as follows:

A certain parcel of land, with the buildings thereon, situated in Mendon in the County of Worcester on the southerly side of the road leading from North Bellingham to said Mendon, and bounded as follows:

BEGINNING at the northwest corner of the mortgaged premises on the southerly line of Hartford Avenue and at land now or formerly of Rachel Bates;

- THENCE south 88° East along Hartford Avenue, 186 feet to a bound at the northwest corner of land of Warren;
- THENCE southeasterly 150 feet to a bound;
- THENCE northeasterly 120 feet to a point on a wall at land of Vogel, the last two lines bounding on land of Warren;
- THENCE south 25° 45' East, along the wall and Vogel land, 264 feet to a wall at other land of Vogel;
- THENCE south 65° 20' West 257 feet to land formerly of J. Stuart Cox;
- THENCE north 22° 40' West along a wall and lands of Cox and Bates, 531 feet to the point of beginning.

Being all the same premises conveyed to us by deed of ~~XXXXXXXXXX~~ Edward J. Murray et ux. dated March 8, 1971 , to be recorded with Worcester District Registry of Deeds as Instrument No. 6338.

Including as part of the realty all portable or sectional buildings at any time placed upon said premises and all furnaces, ranges, heaters, plumbing, gas and electric fixtures, screens, mantels, shades, screen doors, storm doors and windows, oil burners, gas or electric refrigerators and all other fixtures of whatever kind and nature at present or hereafter installed in or on the granted premises in any manner which renders such articles usable in connection therewith, so far as the same are, or can by agreement of parties be made, a part of the realty.

See Book
5959
Page 295
See Certificate
of Poss'n
B6039 P. 73
See Book 6039
Page 74
See Deed & Off.
of sale
B6039
Pp. 75 and 77

1. The Mortgagor covenants that he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and, provided further, that in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, he will pay to the Mortgagee an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the Mortgagee upon its obligation to the Secretary of Housing and Urban Development on account of mortgage insurance.

2. In order more fully to protect the security of this mortgage, the Mortgagor, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, covenants to pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development, pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents if any and the taxes and special assessments next due on the premises covered by this mortgage, plus the premiums that will next become due and payable on policies of fire and other hazard insurance the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by the Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments, before the same become delinquent; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

- (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
- (II) ground rents, taxes, special assessments, fire and other hazard insurance premiums;
- (III) interest on the note secured hereby; and
- (IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage; and the entire mortgage debt shall become due at the option of the holder hereof. The failure of the holder hereof to exercise this option or any other option given hereunder shall not be held to be a waiver of any of the terms hereof or of the note secured hereby. The Mortgagee may collect a "late charge" not to exceed two cents (2¢) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Mortgagor under (b) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes or assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 2 hereof which the Mortgagee has not been obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the mortgaged premises, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining under said note, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

The Mortgagor covenants that he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay prompt-

