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Oct 12 10 32 AM '88

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 12
19..88... The mortgagor is JOHN H. MACPHEE
..... ("Borrower"). This Security Instrument is given to
THE DIME REAL ESTATE SERVICES - MASSACHUSETTS, INC., which is organized and existing
under the laws of NEW YORK and whose address is
138 RIVER ROAD, ANDOVER, MA 01810 ("Lender").
Borrower owes Lender the principal sum of EIGHTY-FOUR THOUSAND AND 00/100
Dollars (U.S. \$84,000.00). This debt is evidenced by Borrower's note
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
paid earlier, due and payable on NOVEMBER 1, 2018 This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and
the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following
described property located in WORCESTER County, Massachusetts:

A certain parcel of land, with the buildings thereon situated in
Mendon, Worcester County, on the southeasterly side of Taft Avenue, and being Lot
18 as shown on "Plan of Lakeside Park, Mendon, Massachusetts, owned by Luther F.
Taft Heirs, June 1917", and recorded with Worcester District Deeds, Plan Book 31,
Plan 50, said lot being further bounded and described as follows:

- NORTHWESTERLY by said Taft Avenue, 50 feet;
- SOUTHWESTERLY by Lot 17 on said plan, 100 feet;
- SOUTHEASTERLY by land of owners unknown, 50 feet; and
- NORTHEASTERLY by Lot 19 on said plan, 100 feet.

Being the same premises conveyed to John H. MacPhee herein by deed of Kathleen A.
Duncan recorded just prior hereto.

which has the address of 46 TAFT AVENUE, MENDON
[Street] [City]
Massachusetts 01756 ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or
hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the
foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to
mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.
Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any
encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with
limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the STATUTORY POWER OF SALE and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the STATUTORY POWER OF SALE, Lender shall mail a copy of a notice of sale to Borrower, and to other persons prescribed by applicable law, in the manner provided by applicable law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

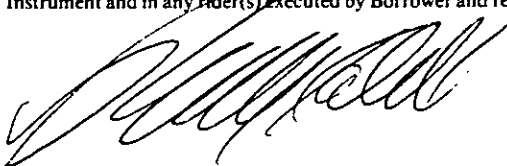
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) [specify]

BY SIGNING BELOW Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

 (Seal)
 JOHN H. MACPHEE —Borrower

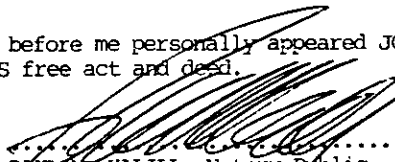
..... (Seal)
 —Borrower

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF MASSACHUSETTS

WORCESTER County ss.

On this 12TH day of OCTOBER, 1988, before me personally appeared JOHN H. MACPHEE and acknowledged the foregoing to be HIS free act and deed.


 PAUL M. KALILL, Notary Public

My Commission expires: OCTOBER 17, 1991

THE DIME REAL ESTATE SERVICES
MASSACHUSETTS, INC.

ADJUSTABLE RATE RIDER TO MORTGAGE

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES
IN THE INTEREST RATE. INCREASES IN THE INTEREST
RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN
THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is dated OCTOBER 12, 19 88 and is a part of and changes and adds to the Mortgage of the same date which I have given to secure my Note of the same date (the "Note") to THE DIME REAL ESTATE SERVICES--MASSACHUSETTS, INC. (the "Lender"). The Mortgage covers the Property described in it and located at _____

46 TAFT AVENUE, MENDON, MA 01756

Property Address

Modifications. In addition to the covenants and agreements made in the Mortgage, the Lender and I further agree as follows:

I. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for changes in the interest rate and monthly payments as follows:

A. INTEREST

Interest will be charged on that part of principal which has not been paid. Interest will be charged beginning on the date of this Note and continuing until the full amount of principal has been paid.

Beginning on the date of this Note, I will pay interest at a yearly rate of 9.400%. This rate is called the "Initial Rate of Interest." The rate of interest I will pay will change in accordance with Section 4 of this Note.

The rate of interest required by this Section and Section 4 of this Note is the rate I will pay both before and after any default described in Section 6(B) of this Note.

B. PAYMENTS

(i) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on DECEMBER 1, 19 88. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on NOVEMBER 1, 2018, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date".

I will make my monthly payments at 1225 Franklin Avenue, Garden City, New York 11530, or at a different place if required by the Note Holder.

(ii) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 700.20. This amount will change if the rate of interest that I must pay changes. The Note Holder will determine my new rate of interest and the changed amount of my monthly payment in accordance with Section 4 of this Note.

C. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(i) Change Dates

The rate of interest I will pay may change on the first day of NOVEMBER, 19⁸⁹..., and on that day every.... 6th ...~~XXX~~12th36th.....60th (Check only one line) month thereafter. Each date on which the rate of interest could change is called a "Change Date."

(ii) Index

Changes in the rate of interest will be based on an Index Rate. The "Index" is: (Check only one line)
 ...~~XXX~~...The monthly median cost of funds ratio (annualized) (percent) as made available by The Federal Home Loan Bank Board.

If the Index is no longer available, the Note Holder will choose a new index which will be comparable, as determined by the Note Holder.

(iii) Setting the New Interest Rate and New Monthly Payment Amount

(a) Before each Change Date, the Note Holder will calculate my new interest rate made by adding 3.00 percentage points (3.00 %) to the most recent Index Rate made available as of the date 45 days before the Change Date (Index Rate + percentage points) and then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be the new rate of interest I am required to pay beginning on the Change Date. If my interest rate is adjusted every 12 months, the new rate of interest will be subject to the limits stated in subparagraph (iii) below.

(b) The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal balance if full on the maturity date at my new rate of interest in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(c) If my interest rate is adjusted every 12 months, the interest rate I am required to pay at the first Change Date will not be greater than 11.40 %. Thereafter, my interest rate will never be increased on any single Change Date by more than THREE percentage points (THREE %). My interest rate will never be greater than 13.90 %.

(iv) Effective Date of Changes

The new rate of interest will become effective on each Change Date. I will pay the new amount of my monthly payment each month beginning on the first monthly payment date after the Change Date until the amount of my monthly payment is again changed or I have fully repaid the loan.

(v) Notice of Changes

The Note Holder will mail or deliver to me a notice of any changes in the amount of my interest rate or in the amount of my monthly payment at least 30 days before the effective day of any change. The notice will include information required by law to be given me and also the name and telephone number of a person who will answer any question I may have regarding the notice.

II. SALES OR TRANSFER OF PROPERTY

The Lender will not require immediate payment in full if all or any part of the property, or if any right in the property is sold or transferred without Lender's prior written permission. Any provision contained in the Mortgage which gives Lender that right, will not be effective.

I will continue to be responsible for all of my promises and agreements under the Note and the Mortgage even if I sell or transfer the Property to someone else, unless the Lender releases me in writing from my promises and agreements.

By signing this, I agree to all of the above.

Witnesses:

John H MacPhee
JOHN H, MACPHEE Borrower

Borrower

Borrower

Borrower

Paul M. Katila
PAUL M. KATILA

THE DIME REAL ESTATE SERVICES
MASSACHUSETTS, INC.
 RIDER TO MORTGAGE

I FURTHER PROMISE AND AGREE WITH THE LENDER AS FOLLOWS:

24. CHANGES AND ADDITIONS TO THE MORTGAGE.

This Rider makes certain changes and additions to the attached Mortgage. Whenever the terms, conditions and promises contained in the Mortgage (Paragraphs 1 to 23) differ or are in conflict with this Rider, the provisions of this Rider will control.

25. TAXES AND INSURANCE.

All references made in the Mortgage to taxes, assessments and ground rents shall be deemed to include sewer rent and water charges and all references to hazard insurance shall be deemed to include flood insurance.

26. FLOOD INSURANCE

I will obtain flood insurance if the property securing this loan is in an area that has been designated as having special flood hazards, as determined by the Secretary of Housing and Urban Development. The minimum flood insurance that I will obtain will be an amount equal to the unpaid principal balance due on the mortgage or the maximum coverage available with respect to the particular type of property under the act, whichever is less.

27. LENDER'S RIGHTS TO INSURANCE PROCEEDS IN THE EVENT OF LOSS.

The third and fourth unnumbered subparagraphs of Paragraph 5 of the Mortgage are changed to read as follows:

The amount paid by the insurance company is called "proceeds." The Lender, at its choice, may use the proceeds to reduce the amount that I owe to Lender under the Note and under this Mortgage (whether or not repairs have been made by me), or Lender may release the proceeds to me for use in the repair or restoration of the damaged Property."

28. INTERESTS ON AMOUNTS SPENT BY LENDER TO PROTECT THE PROPERTY OR LENDER'S RIGHTS IN THE PROPERTY.

I agree to pay interest at the same rate stated in the Note or at the highest rate that the law allows, whichever is higher, on all amounts that I must repay Lender which Lender may spend to protect the Property or Lender's right in the Property, all as described in Paragraph 7 of the Mortgage.

29. NOTICE TO BORROWER

Lender is not required to give me any notice before taking any action to protect the Property or Lender's Rights in the Property or to make an inspection of the Property.

30. AGREEMENT ABOUT CONDEMNATION

Paragraph numbered 9 on the Mortgage is changed to read as follows:

9. AGREEMENTS ABOUT CONDEMNATION OF THE PROPERTY

A taking of property by any governmental authority by eminent domain is known as 'condemnation'. I give to Lender my right: (a) to proceeds of all awards or claims for damages resulting from condemnation or other governmental taking of the Property; and (b) to proceeds from a sale of the Property that is made to avoid condemnation. All of those proceeds will be paid to Lender.

Unless Lender and I agree otherwise in writing, if all or any part of the Property is taken, the proceeds will be used to reduce the amount that I owe to lender under the note and under this mortgage. If

any of the proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me.

If I abandon the Property, or if I do not answer, within 30 days, a notice from Lender stating that a governmental authority has offered to make a payment or to settle a claim for damages, the Lender has the authority to collect the proceeds. Lender, at its option, may then use the proceeds to repair or restore the Property or to reduce the amount that I owe to Lender under the Note and under this Mortgage. The 30 day period will begin on the date the notice is mailed or if it is not mailed on the date the notice is delivered.

If any proceeds are used to reduce the amount of principal which I owe to Lender under the Note, that use will not delay the due date or change the amount of any monthly payments under the Note and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to those delays or changes.

CONDEMNATION OF COMMON AREAS OF PUD AND CONDOMINIUM

If the Property includes a unit in a PUD or a Condominium, the promises and agreements in this Paragraph 9 will apply to a condemnation, or sale to avoid condemnation, of the PUD's or Condominium's common areas and facilities as well as of the Property.

31. LENDER'S RIGHTS IF BORROWER FAILS TO KEEP PROMISES

Paragraph 19 of the Mortgage is changed to read as follows:

If I fail to keep any promise or agreement made in this Mortgage, including the promises to pay when due the amounts I owe to Lender, the Lender may require that I pay immediately the entire amount then remaining unpaid under the Note and under this Mortgage. Lender may do this without making any further demand for payment. This requirement will be called "Immediate Payment in Full".

If Lender requires Immediate Payment in Full, I agree to pay interest on the entire amount remaining unpaid at the default rate stated in the Note, from the date I failed to keep any promise or agreement made in the Note or in the Mortgage.

If Lender requires Immediate Payment in Full, Lender may bring a lawsuit to take away all of my remaining rights in the Property and to have the Property foreclosed either by action of strict foreclosure or a foreclosure by sale. At the sale or by court judgment, Lender or another person, may acquire the Property.

If you start a foreclosure action, you may ask the court to appoint a Receiver to look after the Property and to collect rents from any tenants on the Property. This action may be taken without prior notice to me and without reference to the value of the Property. If I occupy all or any part of the Property, then the Receiver may collect a reasonable charge from me for use and occupancy.

If an action is commenced to foreclose this Mortgage and there is a foreclosure by sale, I agree that the Property may be sold in one parcel. You may ask an attorney either to foreclose this Mortgage, to collect money I owe under the Note and this Mortgage, or to enforce any of the promises I have made. If you do so, you may add all reasonable legal fees, costs, allowances and disbursements to the amount I owe you, together with interest at the same rate stated in the Note or at the higher rate then permitted by law, whichever is higher.

32. NO RIGHT TO DISCONTINUANCE OF LAW SUIT

Paragraph 18 of the Mortgage will not be effective.

33. DEFENSE OF YOUR RIGHTS

If you have to defend your rights under the Note and this Mortgage, then any money you have to pay (including reasonable fees of attorneys) shall be added to the amount I owe you. I shall pay this

money promptly, at your request, together with interest at the default rate stated in the Note.

34. LENDER'S RIGHTS TO RENTAL PAYMENTS FROM ME.

The following subparagraph is added to Paragraph 20 of the Mortgage:

If I fail to make any payments or keep promises under this Mortgage or the Note, then I shall pay monthly in advance to you or any Receiver a fair charge for the use of the Property that I occupy. If I do not pay this fair charge, you or the Receiver may sue to collect it or to remove me, or both.

I will not collect more than one (1) month's rent in advance from any tenant or occupant without your written consent.

35. STATEMENT OF AMOUNT DUE AND OF NO DEFENSE.

Within ten days after request, I will give the Lender a signed written statement, acknowledged before a notary, indicating the amount due under the Note and the Mortgage and stating whether I have any claims or defenses which would offset or reduce this amount.

36. LATE CHARGE FOR OVERDUE PAYMENTS.

If the Lender has not received the full amount of any monthly payments by the end of 15 calendar days after the date it is due, I will pay a late charge to the Lender. The amount of the charge will be three(3%) percent of my overdue payment of principal and interest.

37. ADDITIONAL CHARGES.

Paragraph 21 of the Mortgage is change to read as follows:

"I agree to pay all reasonable charges in connection with the servicing of this loan including but not limited to obtaining tax searches and bills, in processing dishonored checks, insurance loss payments, ownership transfers, releases, esements, consents, extensions, modifications and reasonable attorney's fees for the preparation of special agreements, assignments, reduction certificates and satisfaction of mortgage."

38. CHANGE IN LAW.

If any law is passed which changes or affects the taxation of mortgage or mortgage debts or the collection of such taxes, then you may request that I pay you all the moneys I owe you. If requested by you, I agree to pay all the moneys I owe you under the Note and this Mortgage within thirty (30) days after you give me notice of the passage of such a law.

39. LENDER'S RIGHT TO COMMINGLE FUNDS.

The first sentence of the second unnumbered paragraph of the Mortgage is deleted.

The first unnumbered subparagraph or Paragraph 2 of the Mortgage, as amended by this Rider, obligates me to make monthly payments to the Lender for taxes, insurance, assessments, ground rents, sewer rents and water charges, and hazard, flood and mortgage insurance, if any. I understand the Lender will not hold these funds separate and apart from any other funds that it has and that the Lender will not hold these funds in trust for me for any reason.

40. CHANGE IN OWNERSHIP OF PROPERTY, NOTE OR MORTGAGE

Personal representatives and anyone to whom the Property under this Mortgage is transferred shall be bound by and shall have the benefit of all of the terms of the Note and this Mortgage. If the Note and/or this Mortgage are transferred to someone else, that holder shall

be bound by and shall have the benefit of all of the terms of the Note and this Mortgage, except as described in Paragraph 39.

41. VIOLATIONS AFFECTING PROPERTY

If I receive notices from you or any governmental body that the Property, or my use, occupation or maintenance of that Property, violates any law or governmental regulations, then I agree to correct such violation within ninety (90) days.

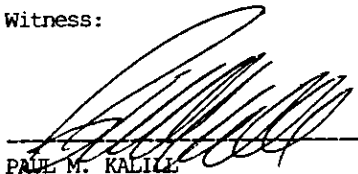
42. CHANGING THIS MORTGAGE


Except as described in Paragraph 43, this Mortgage may be change only if you and I both give our written consent.

43. If the Federal National Mortgage Association (FNMA), Governmental National Mortgage Association (GNMA) or the Federal Home Loan Mortgage Corporation (FHLMC) buys all or some of the Lender's rights under the Mortgage and the Note, or, in any other event, if the Note Holder in writing so elects, the promises and agreements in this Rider will no longer have any force or effect.

This Rider is a part of the attached Mortgage and by signing below, I agree to all of the above.

Witness:


PAUL M. KALICK


JOHN W. MACPHEE

BORROWER

BORROWER