

Complaint
B. 14393
P. 252
Complaint
Book 15347
Pg 174

MAR 2 2 55 PM '97

WE, THOMAS P. MANTONI AND VICTORIA D. MANTONI

of Hopedale Worcester County,

Massachusetts, for consideration paid, grant to the UXBRIDGE SAVINGS BANK, a corporation duly established under the laws of the Commonwealth of Massachusetts, and located at Uxbridge, Worcester County,

Massachusetts, with MORTGAGE COVENANTS, to secure the payment of ONE HUNDRED FIVE THOUSAND DOLLARS Dollars

INDEXED ADJUSTABLE with interest thereon, as provided in RATE note of even date, and the observance and performance

of all the covenants and agreements of this mortgage and of said note, the land with the buildings thereon situated the land in said Mendon, containing 1.07 acres, more or less, with the buildings thereon situated on the southerly side of Uxbridge Road, also called Route 16, a Ma. State Highway being the same premises as shown on a Plan entitled, "land of Forrest W. & Marjorie C. Sears, Mendon, Ma., conveyed to Robert H. Hennessy, II and Cindy L. Hennessy, July 25, 1983," by Andrews Survey and Engineering Inc. Uxbridge, Ma. recorded with Worcester District Registry of Deeds in Plan Book 509, Plan 74, bounded and described as follows:

- BEGINNING: at a found iron pin on the southerly side of Uxbridge Road, which pin is located 47.94 feet from a Mass. Highway Bound shown on said Plan;
- THENCE: N. 63° 01' 45" E. by and along southerly side of said Uxbridge Road, 200.01 feet to a stone wall at corner of land of one Irons, now or formerly;
- THENCE: S. 49° 42' 15" E. by and along stone wall and said Irons land, now or formerly, 139.20 feet to a found spike at corner of stone walls at land of said Irons, now or formerly;
- THENCE: S. 36° 49' 28" W. by and along stone wall and said Irons land, now or formerly, 154.66 feet to a found drill hole in said stone wall;
- THENCE: S. 21° 47' 57" W. by and along stone wall and said Irons land, now or formerly, 103.42 feet to a found drill hole in corner of stone walls;
- THENCE: N. 82° 53' 29" W. by and along stone wall and said Irons land, now or formerly, 45.00 feet to a found drill hole in stone wall at corner of land of said Irons, now or formerly;
- THENCE: 26° 58' 10" W. by and along said Irons land, now or formerly, 239.62 feet to an iron pin on the southerly side of said Uxbridge Road, point of beginning.

Subject to restriction as to building on said parcel as recited in deed recorded with said Registry in Book 2521, Page 64, if same is now if force and applicable.

BEING: the same premises as conveyed to us by deed of Robert H. Hennessy, II and Cindy L. Hennessy dated January 31, 1987 and recorded herewith, # 224, 2

This mortgage includes as a part of the realty all portable or sectional buildings, furnaces, heaters, boilers, heating apparatus, oil burners and attachments thereto, plumbing, air conditioning equipment, ranges, mantels, gas and electric light fixtures, screens, screen doors, awnings, storm doors and windows, and all other fixtures of whatever kind and nature at present contained in said buildings or hereafter placed therein prior to the full payment and discharge of this mortgage, and it is hereby agreed that none of said articles, shall, during life of this mortgage, be installed on the mortgaged premises, on which a security interest is to be acquired under the provisions of the Uniform Commercial Code, without permission being first obtained from the mortgagee, its successors and assigns, in writing.

This mortgage is upon the statutory condition, and upon the further conditions:

First. The Mortgagee is hereby specifically authorized to pay when due, or at any time thereafter, all municipal taxes, charges and assessments, and insurance premiums, upon the mortgaged property and to charge the same to the account of the Mortgagor. In order to provide the Mortgagee with sufficient Funds with which to make said payments, the Mortgagor shall pay to the Mortgagee on the second day (2nd) of each month in addition to the payments of principal and interest provided for in the note secured by this mortgage, a monthly apportionment of the sum estimated by the Mortgagee to be sufficient to make all said payments as they shall become due, and any balance due for any of said payments shall be paid by the Mortgagor. If at the time of making any of said payments said Mortgagee has not received from said Mortgagor under the provisions of this paragraph sufficient funds to pay the same, the Mortgagee shall forthwith notify the Mortgagor by mail sent to his last known address, and shall request him to pay to said Mortgagee within ten days thereafter the balance due on said payment and the failure of said Mortgagor to pay to the Mortgagee such sum within said period shall be a breach of the condition of this mortgage;

Second. That the Mortgagor shall keep all and singular the said premises in such repair, order and condition as the same are now in or may be put in while this mortgage is outstanding, reasonable wear and tear and damage by fire only excepted, and shall not permit or suffer any violation of any law or ordinance affecting the mortgaged premises. The Mortgagor shall keep the buildings now or hereafter standing on said land insured against fire and (when required by the Mortgagee) also against other casualties and contingencies, in sums satisfactory to the Mortgagee; and all insurance upon said buildings shall be for the benefit of, and first payable in case of loss to the Mortgagee, and the Mortgagor shall deposit all of said insurance policies with the Mortgagee;

Third. That failure to comply with any of the other conditions under which this mortgage is written or failure to pay any of said installments within thirty (30) days from the date when the same becomes due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of said principal sum immediately due and payable at the option of the holder hereof.

For any breach of the statutory condition or for any breach of any condition of this mortgage the Mortgagee shall have the statutory power of sale.

In case of a foreclosure sale or assignment by this mortgagee, this grantee is hereby appointed the attorney irrevocable of the grantor to make an assignment of all the Insurance Policies on the buildings on the land covered by this mortgage, or to collect all money due on such Insurance Policy or Policies if the same are cancelled.

In the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to the mortgage and the debt hereby secured, in the same manner as with the Mortgagor, without in any way vitiating or discharging the Mortgagor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby mortgaged and no forbearance on the part of the Mortgagee and no extension of the time for the payment of the debt hereby secured given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein, either in whole or part.

Wherever the words Mortgagor and Mortgagee are used herein they shall include their several heirs, executors, administrators, successors, grantees and assigns subject to the limitations of law and of this instrument, and if the context requires, the words Mortgagor and Mortgagee and the pronouns referring to them shall be construed as plural, neuter or feminine.

WITNESS our hand and seals this 2nd day of March 1987.

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Thomas P. Manton
 THOMAS P. MANTONI

Victoria D. Manton
 VICTORIA D. MANTONI

.....

Commonwealth of Massachusetts

Worcester ss. March 2, 1987 19

Then personally appeared the above named Thomas P. Manton and Victoria D. Manton

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

Martin A. Zajac
 Martin A. Zajac Notary Public

My commission expires February 6, 1992 19

UXBRIDGE SAVINGS BANK
Uxbridge, Mass. 01569

INDEXED ADJUSTABLE RATE MORTGAGE RIDER

This Indexed Adjustable Rate Mortgage Rider (Rider) is made this 2nd day of March, 1987, and is incorporated into and shall be deemed to amend and supplement a Mortgage of even-date herewith, given by the undersigned (Borrower) to secure Borrower's Note to Uxbridge Savings Bank (Lender) and covering the property described in said security instrument and located at 124 Uxbridge Road, Mendon, Ma.

In addition to the covenants and agreements made in said security instrument, Borrower and Lender further covenant and agree as follows:

Any provisions of said security instrument or other instruments executed in connection with said indebtedness which are inconsistent with the provisions of this Rider, including but not limited to the interest rate, monthly payment, notice to Borrower and repayment, are hereby amended or negated to the extent necessary to conform such instruments to the provisions of this Rider.

This Rider provides, in part, for an Initial Interest Period and subsequent Interest Periods which shall occur at consecutive 12 month intervals until the maturity date of said security instrument. The Initial Interest Period is that period of time from the execution of said Mortgage to and including one day before March 2, 1988. Subsequent Interest Periods are those periods of time beginning on the first day next following the end of the immediately preceding Interest Period and ending 12 months later.

The final Interest Period, which may be shorter than preceding Interest Periods, shall be that period of time beginning on the first day next following the end of the immediately preceding Interest Period and ending on the maturity day of said Note.

The loan must be repaid in equal monthly installments of principal and interest during each Interest Period in an amount at least sufficient to amortize a loan with the same principal and at the same interest rate over the remaining term of said Note.

The interest rate variation at each Adjustment Date shall be determined by adjusting the interest rate, up or down, to a rate equal to the current index rate as most recently published 45 days prior to the Adjustment Date ~~plus~~ -0.25 percentage points (-0.25 %), rounded to the nearest one-eighth of one percentage point.

The "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for All Major Types of Lenders" published by the Federal Home Loan Bank Board.

The weekly monthly average yield on United States Treasury securities adjusted to a constant maturity of years as made available by the Federal Reserve Board.

This sentence does does not apply: The interest rate for the period after any Adjustment Date shall vary, up or down, from the interest rate of the immediately preceding term by not more than 2 percentage points, per year.

This sentence does does not apply: The initial rate has been discounted by 0.375 % per annum from the rate that would have been in effect if the margin had been added to the index and the limits on the interest rate changes disclosed in the immediately preceding sentence shall be increased by the amount of the discount on the Initial Adjustment Date.

This sentence does does not apply: The interest rate will not vary, up or down, more than 5 percentage points from the initial rate of interest during the term of this Note.

Interest rate decreases from the previous Interest Period are mandatory. Interest rate increases from the previous Interest Period are at the option of the Lender.

At the option of the Note holder, said Note shall become immediately due and payable without notice or demand upon the transfer of title, or the beneficial interest therein, of all or any part of the property described in this Mortgage.

This Mortgage shall secure any and all renewals, modifications or extensions of the whole or any part of the indebtedness secured, however evidenced, with interest as hereinabove determined or at such other lawful rate as may be agreed upon from time to time, and any such renewals, modifications, extensions, or alteration of the terms or rate of interest shall not impair in any manner the validity or priority of this Mortgage.

IN WITNESS WHEREOF, Borrower has executed this Indexed Adjustable Rate Mortgage Rider.

Thomas P. Mantoni
Borrower Thomas P. Mantoni
Worcester, ss.

Victoria D. Mantoni
Borrower Victoria D. Mantoni
Uxbridge, Massachusetts

On this 2nd day of March, 1987, before me personally appeared Thomas P. and Victoria D. Mantoni who executed the foregoing instrument, and acknowledged that ~~he~~ they executed the same as ~~his~~ their free act and deed.

My Commission Expires: Feb. 6, 1992

Martin F. Tadjac
Notary Public Martin F. Tadjac, Esq.
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ATTEST: WORC., Anthony J. Vigliotti, Register