

MORTGAGE DEED/ADJUSTABLE RATE

THAT I/WE Susan M. Mysliwiec, f/k/a Susan M. St. Laurent of 24 Market Street, New Britain, CT ~~XXXXXX~~ hereinafter called "Mortgagor", for consideration paid grant to **MORTGAGE FUNDING CORP.**, a Massachusetts corporation with a usual place of business at P. O. Box 1313, Hanover, Massachusetts, 02339, herein called "Mortgagee," with **MORTGAGE COVENANTS**, to secure the payment of Seventy-Seven Thousand, Five Hundred and 00/100-----(\$77,500.00) together with interest thereon as provided in a Note of even date (the "Note") and all renewals and extensions of the Note and also to secure the performance of all agreements and conditions herein contained:

Assignment
B. 126118.20

Assignment
B. 13233

P. 210.
Complaint
B. 13241
P. 353

Jan 19
Order
603 14196
06, MW ES 19
P. 351

order
B 14196
P 352
Possession
B 14196
P 353

Foreclosure
Deed
B 14196
P 354
affidavit
B 14196
P 356

SEE EXHIBIT "A" ATTACHED HERETO FOR DESCRIPTION.

THE INTEREST RATE SET FORTH IN THE PROMISSORY NOTE IS SUBJECT TO PERIODIC INCREASE OR DECREASE UNDER CONDITIONS SPECIFIED IN THE PROMISSORY NOTE, SUCH CONDITIONS BEING AS FOLLOWS:

The interest rate may change at the end of each month during the term of the Note. The interest rate set forth in the Note as the initial or opening rate shall be the floor and no rate decrease shall result in an interest rate lower than said initial or opening rate. The interest rate shall be determined at the end of each calendar month and shall be calculated at 8.5 PERCENTAGE POINTS PLUS THE INDEX. The index shall be the Prime Rate published or reported by the Bank of Boston, and in the event that said Prime Rate ceases to be published or announced during the term of the Promissory Note, the Mortgagee or Holder may substitute a comparable Index or Standard not controlled by it. The amount of each monthly payment under the Promissory Note will be recalculated to reflect changes in the interest rate. The Mortgagors will be sent notice of any recalculation of payments. Variations of the interest rate set forth in the Promissory Note will not change the number of monthly payments due under the Promissory Note and will not change the date of maturity of the indebtedness evidenced by the Promissory Note. THE INTEREST RATE CHARGED UNDER SAID NOTE SHALL NEVER EXCEED 31.5 PERCENT PER ANNUM.

11X82106E ED, HENDON

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, refrigeration, ventilation 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, sprinkler and fire extinguishers; door bells and alarm systems, and every other kind of equipment or fixtures used or annexed to said premises, or replacements or substitution thereof.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging; and also the rents, issues and profits thereof; 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 the 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 mortgages 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 date 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 restrictions affecting the premises hereby conveyed; to pay before the same shall become delinquent or any penalty added 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 lien prior to the within Mortgage. The Mortgagor further authorizes the holder to issue at any time any reasonable expense to protect its security. On demand, the Mortgagor will repay all sums so paid pursuant to this paragraph or at the option of the Mortgagee said all sums shall be added to the principal sum then due.

The Mortgagor further agrees on demand, to assign to the holder hereof any and all leases of the mortgaged premises, or any part thereof; such assignments shall be in form satisfactory to the holder and shall provide that the 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 the 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 its Successors, for any rents or profits thereafter accruing or otherwise.

The Mortgagor further covenants and agrees not to commit, permit or suffer any waste, impairment or deterioration of the property or any part thereof, nor to use or permit the premises to be used for, or in violation of, any law or municipal ordinance or regulation or for any unlawful or improper purpose and that the Mortgagor will keep all and singular the said premises in such repair and condition as the same now or may be put in while this mortgage is outstanding.

If any default shall occur in any in any prior mortgage on the mortgaged premises and such default shall continue for a period of thirty (30) days, or if entry shall be made or foreclosure proceedings commenced under such prior mortgage or if the Mortgagor should sell or enter into an agreement to sell the mortgage premises, then the entire debt secured hereby shall become immediately due and payable at the option of the holder hereof. It is a further condition of this transaction that if any prior mortgage is in the form of an open-end mortgage, the Mortgagor shall not take any further advances on said prior mortgage without first receiving written consent of the holder hereof; in the event such advances are made to or on behalf of the Mortgagor, without first receiving written consent of the holder hereof then the Mortgagor, without first receiving written consent of the holder hereof, then the entire debt secured hereby shall become immediately due and payable at the option of the holder hereof.

If all or any part of the property or an interest therein is sold or transferred without Mortgagee's prior written consent, Mortgagee may, at Mortgagee's option declare all sums secured by this instrument to be immediately due and payable. However, this option shall not be exercised if exercise is prohibited by Federal Law.

The Mortgagor agrees that any failure by the Mortgagee to insist upon the strict performance by the Mortgagor of any of the terms and provisions herein shall not be deemed to be a waiver of any of the terms and provisions herein, and the Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Mortgagor of any and all of the terms and provisions of this mortgage or the note secured hereby to be performed by the Mortgagor.

This Mortgage is upon the STATUTORY CONDITION and upon the further condition that all covenants and agreements of the Mortgagor contained herein and in the Note shall be kept and fully performed, for any breach of which the Mortgagee shall have the STATUTORY POWER OF SALE.

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.

Mortgagor(s) release to said mortgagee all rights of Homestead that they or either of them may have in the Real Estate described herein.

WITNESS ourhand and seal this 16th day of January , 1990.

Susan M. Mysliwiec Fka *Susan St. Laurent*
Susan M. Mysliwiec, f/k/a
Susan M. St. Laurent

(L.S.)

THE NOTE SECURED BY THIS MORTGAGE HAS:

A principal sum of \$77,500.00
An interest rate of 19.0%
Maximum interest rate 31.5%
A loan period of 60 months/interest only
Periodic due dates of 1st day of each month

COMMONWEALTH OF MASSACHUSETTS

Plymouth, ss

January 16 , 1990

Then personally appeared the above-named Susan M. Mysliwiec, f/k/a Susan M. St. Laurent and acknowledged the foregoing instrument to be her free act and deed, before me,

Donald G. Kethro
Notary Public DONALD G. KETHRO
My Commission Expires 10/16/92

Locus: 83 Uxbridge Road, Mendon, MA (Worcester County)

ANNEX "A"

The land in said Mendon, with the buildings thereon, on the northerly side of Uxbridge Road, a Massachusetts Highway, consisting of two (2) adjoining parcels, bounded and described as follows:

PARCEL 1: All the same premises conveyed to Bertha M. Trask by George B. Clare, by deed dated May 25, 1932, recorded with Worcester District Deeds, Book 2576, Page 549, and bounded and described therein as follows, to wit:-

"That certain tract or parcel of land in Mendon, Worcester County, Massachusetts, lying southerly of and adjoining Lot #4, shown on plan of house lots owned by John T. Manson at Nipmuc Park, Mendon, Mass., Sept. 1906, Henry W. Gaskill, C.E., said plan being recorded with Worcester District Deeds, Plan Book 12, Plan 44.

Said tract or parcel of land is more particularly bounded as follows:

NORTHERLY by the southerly line of Lot #4, 50 feet;

Easterly by the easterly line of said Lot #4, extended southerly;

SOUTHERLY by the northern line of the State Highway; and

WESTERLY by the westerly line of said Lot #4, extended southerly".

PARCEL 2: All the same premises conveyed to Bertha M. Trask by Patrick H. Powers, by deed dated July 28, 1923, recorded with said Deeds, Book 2321, Page 104, and bounded and described therein as follows: to wit:-

"The land in Mendon, described as follows: a certain tract of land situated in said Mendon, on the northerly side of road leading therefrom to Uxbridge, near Nipmuck Pond and bounded and described as follows:

Commencing at the southeasterly corner thereof at lands of William H. Pyne and Milford and Uxbridge Street Railway Company; thence running northerly on said Pyne land about 208 feet to the old road at land of Sarah Henry; thence westerly with said old road 71.5 feet to other land of the grantor; thence southerly with other land of the grantor about 200 feet to land of said Railway Company; thence easterly with said Railway Company land about 50 feet to the point of beginning, being that lot marked 4 on plan of house-lots formerly owned by John T. Manson and recorded with Worcester District Deeds, Plan Book 12, Plan 44, and being a part of the premises conveyed to Daniel H. Barnes by said Manson by deed dated November 3, 1906, and recorded with said Deeds, Book 1846, Page 79."

For my title, see deed from Gerald H. St. Laurent and Susan M. St. Laurent dated November 15, 1977 and recorded with the Worcester Registry of Deeds, Book 6340, Page 218.

ATTEST: WORC., Anthony J. Vigliotti, Register