

We, KEVIN W. TRUNDY of Framingham, Middlesex County and PAUL R. PETERS of Natick, said Middlesex County

of ~~Massachusetts~~ Massachusetts, ~~for consideration paid~~ for consideration paid, grant to HENRY F. CORCORAN and MARION CORCORAN, husband and wife as tenants by the entirety, both of Mendon, Worcester County Massachusetts

with MORTGAGE COVENANTS, to secure the

payment of (\$65,000.00)
- - - Sixty Five Thousand and 00/100 - - - Dollars

with interest thereon, payable in fixed monthly installments on the 15th of

each month hereafter, which payments shall first be applied to interest then due and the balance thereof remaining applied to principal; the interest to be computed monthly in advance on the unpaid balance with the right to make additional payments on account of said principal sum at any time.

~~SAID~~ SAID note provides for 180 consecutive monthly installments of \$105.72 each for a pay-out of \$40,000.00 of the total loan, together with a balloon payment of \$25,000.00 at the end of the 180 months from date of note. Interest on \$40,000.00 to be at the rate of nine (9) percent per annum; no interest on the \$25,000.00 unless payment not made on or before October 15, 1990 all as provided in our note of even date

~~AND~~ AND such further sums as may be advanced by the grantee, the land with the buildings thereon, situated in said Mendon on the westerly side of Main Street, sometimes called Providence Street, and the southerly side of Maple Street, bounded and described as follows:

BEGINNING at the southeasterly corner of the granted premises at land now or formerly of one Thompson, on the westerly side of said Providence or Main Street;

THENCE northwesterly along said Providence Street and along said Maple Street to a Worcester County Highway Bound 148.78 feet;

THENCE N. 88° 05' W. along said Maple Street, 79.25 feet to a stake on the easterly side of a right-of-way;

THENCE S. 17° 57' E. along said right-of-way 169.38 feet to land now or formerly of Austin B. Taft;

THENCE N. 62° 35' E. along said Taft land 92.66 feet to land now or formerly of said Thompson;

THENCE N. 61° 55' E. along said Thompson land 82 feet to the place of beginning.

The premises are shown on a plan entitled "Plan of land in Mendon, Mass. owned by Guido Sabatinelli, January 1950 . . . Eastman & Corbett C.E." and recorded with the Worcester District Registry of Deeds in Plan Book 169, Plan 113.

Together with the right-of-way for passing and repassing over a driveway 23.62 feet more or less, in width, now existing along the westerly boundary line of the granted premises and extending southerly from said Maple Street 169.38 feet to land now or formerly of Austin B. Taft as shown on said plan.

Subject to obligations with reference to said easement as recited in deed from said Taft to Harry Kushner, dated December 17, 1945 and recorded in said deeds

Book 6682
Page 50
Certificate
of Poss'n
B. 6681 P. 17

Book 6723
Page 112
Certificate
of Poss'n
B 6763
P. 75
Book 6763
Page 74 + 76
Deed & Aff
of Sale
B 6763
P. 77 + 78

Book 2978, Page 517 as follows: "It is understood that the upkeep and care of the aforesaid driveway is to be the joint responsibility of the grantor and grantees, their heirs and assigns."

Subject also to the taking for highway purposes, and subject to fencing condition as recited in deed from Samuel V. Crane to Chester C. Shattuck dated June 17, 1929 and recorded with Worcester District Registry of Deeds Book 2497, Page 366, if same affects the locus.

Being the same premises conveyed to us by deed of ~~XXXXXXXXXX/XX/XX/~~
~~XXXX/XXXXXX/XX/1977/XX/XXXXXX/XX/XX/XXXXXX/XXXXXX/XXXXXX/~~
~~XX/XXXX/XX/XXXX/XXXX/XXXX/XXXX/~~ Henry F. Corcoran et ux dated October 14,
1975 and to be recorded herewith as Instrument # 39348.

Subject to a first mortgage to The Home National Bank of Milford for \$80,000.00 dated October 14th, 1975 recorded herewith Instrument No. 39349; and also Subject to a second mortgage to The Home National Bank of Milford for \$30,000.00 dated October 14th, 1975 recorded herewith Instrument No. 39350.

Including as a part of the realty all portable or sectional buildings, heating apparatus, plumbing, ranges, mantels, storm doors and windows, oil burners, gas and oil and electric fixtures, screens, screen doors, awnings air conditioning apparatus, and other fixtures of whatever kind and nature, on said premises, or hereafter placed thereon prior to the full payment and discharge of this mortgage, insofar as the same are or can by agreement of the parties be made a part of the realty.

This mortgage is upon the further conditions:

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

fourteenth day 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;

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;

BOOK 5843 PAGE 172

In the event that the equity in the mortgaged premises becomes vested in any other person or persons other than a trust or a corporation controlled exclusively by the grantors herein, the then remaining balance of principal and interest shall become due and payable at once, and the mortgagee may, in default of payment in full have all the right to foreclose said mortgage.

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 any condition of this mortgage the Mortgagee shall have the statutory power of sale.

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.

~~In case this bond is paid in full, the right to foreclose shall be void, and the right to charge the principal balance of one thousand dollars interest thereon shall be void.~~

~~Husband of said mortgagor~~
~~Wife~~

~~ALL the right, title and interest in the mortgaged premises, together with the right to charge the principal balance of one thousand dollars interest thereon.~~

WITNESS... OUR hands and seals this 14th day of October 1975

Kevin W. Trundy
Paul R. Peters

The Commonwealth of Massachusetts

Worcester, ss. October 14, 1975

Then personally appeared the above-named Kevin W. Trundy and Paul R. Peters

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

Jacob Oppewal
Jacob Oppewal - Notary Public

My commission expires November 17, 1978

Recorded NOV 21 1975 at 3 h. 9 m. P.M.