

Number PK 12-33

Direct Reduction Mortgage

Louis E. Ford et als, Trustees

To

**West Newton
Co-operative Bank**

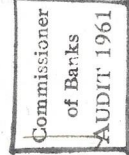
Date..... 19 60

Amount \$

Location 20 Curve Street
West Newton, Mass.

FROM THE OFFICE OF

Frederick M. Sears
84 State Street
Boston 9, Mass.



Box 371

..... 19

at o'clock and minutes..... m.

Received and entered with

..... Deeds

Book..... Page.....

Attest:

.....
Register

RECEIVED AND ENTERED
MIDDLESEX COUNTY
REGISTRY OF DEEDS
SOUTHERN DISTRICT
ATTEST:

Samuel S. Buckley

REGISTER

We, Louis E. Ford, Chester B. Lomax and James C. Spikes, all of Newton, Middlesex County, Massachusetts, Trustees under deed dated November 28, 1960, to be recorded herewith, ~~of~~

~~County, Massachusetts, being unincorporated~~, for consideration paid, grant to

WEST NEWTON CO-OPERATIVE BANK

situated in Newton, Middlesex County, Massachusetts, with MORTGAGE COVENANTS, to secure the payment of NINE-THOUSAND (\$9000.00)

_____ Dollars
with interest thereon, payable in fixed monthly installments on the last business day 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, together with such fines on interest and principal in arrears as are provided for by said bank; with the right to make additional payments on account of said principal sum at any time, except as set forth below; and subject to changes, from time to time, as provided by General Laws, Chapter 170, Section 24, Sub-section 8, as amended,

all as provided in one note of even date, and such further sums as may be advanced by the grantee under General Laws, Chapter 183, Sections 28A, as amended, the land with the buildings thereon, situated in that part of said Newton called West Newton, being now numbered 20 Curve Street and shown as Lot 13 on a plan by James W. Wight dated October 27, 1870, recorded with Middlesex South District Deeds in Book 1171, Page 281, bounded:

- WESTERLY: by Curve Street, One Hundred Thirty-four (134) feet;
NORTHERLY: by Lot 12 on said plan, Ninety-three (93) feet Eight (8) inches;
EASTERLY: by Lot 14 on said plan, One Hundred Six (106) feet Four (4) inches;
and
SOUTHERLY: by Lot 15 on said plan, One Hundred Twenty (120) feet Four (4) inches.

Containing 12,845 square feet, according to said plan.

Being the same premises conveyed to us by deed of David J. Barry et ux to be recorded herewith.

Subject to a Taking by the City of Newton for sewer purposes as set forth in Instrument recorded with said Deeds in Book 2705, Page 519.

Subject also to a Taking by said City for the laying out of Curve Street as set forth in Instrument recorded with said Deeds in Book 7973, Page 559.

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 statutory condition, and upon the further conditions:

First. That the undersigned and each subsequent owner of the equity of redemption of the real estate at any time covered by this mortgage, shall at all times be a member of the said Co-operative Bank; and shall hold one or more unmatured, paid-up, savings or matured shares, in his own name; and that the provisions of Chapter 170 of the General Laws, as amended, and other applicable laws shall at all times be complied with; and failure to comply with this requirement shall constitute a breach of condition of this mortgage, for which the unpaid balance of the loan secured by this mortgage shall become due and payable forthwith, at the option of the said Bank;

Second. 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

last business 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;

Third. 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;

Fourth. 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.

Fifth. In the event of default in any of the terms or conditions of this mortgage or of the note secured hereby any expense incurred by the mortgagee including attorney's fees, in connection with the bringing of proceedings for leave to foreclose said mortgage or the undertaking of such foreclosure proceedings shall be borne and paid by the mortgagor.

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 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.

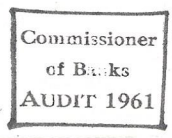
In case this loan is paid in full within one year from the date hereof, the Bank reserves the right to charge the unpaid balance of full year's interest thereon.

~~husband~~
~~wife~~

~~release of the mortgage all rights of tenancy by the entirety and other interests in the mortgaged premises~~

WITNESS our hands and seals this 28th day of November 19 60

Louis E. Ford
Chester B. Lomax
James C. Spikes
Trustees as aforesaid.



The Commonwealth of Massachusetts

Middlesex ss. November 28, 19 60

Then personally appeared the above-named Louis E. Ford, Chester B. Lomax and James C.

Spikes

and acknowledged the foregoing instrument to be their free act and deed ~~as~~ as Trustees as aforesaid, before me

Fredrick M. Sears

Notary Public — ~~MASSACHUSETTS~~

My commission expires May 12 19 62