

BANKRUPTCY PETITION COVER SHEET

CASE NUMBER (Court Use Only)

89-13383 JNG

INSTRUCTIONS: This form must be completed by the debtor or the debtor's attorney and submitted to the clerk of court upon the filing of the petition.

NAME OF DEBTOR (Last, First, Middle) ROGERS JOSEPH	NAME OF JOINT DEBTOR (Spouse) (Last, First, Middle)
ALL OTHER NAMES, INCLUDING TRADE NAMES, USED BY THE DEBTOR IN THE LAST 6 YEARS NONE	ALL OTHER NAMES, INCLUDING TRADE NAMES, USED BY THE JOINT DEBTOR IN THE LAST 6 YEARS
SOCIAL SECURITY NO. AND/OR EMPLOYER'S TAX ID NO. 023-48-7115	SOCIAL SECURITY NO. AND/OR EMPLOYER'S TAX ID NO.
ADDRESS OF DEBTOR (Street, City, State, and Zip Code) 140 DUDLEY LANE MILTON, MA 02186	ADDRESS OF JOINT DEBTOR (Street, City, State, and Zip Code)
NAME OF COUNTY NORFOLK	NAME OF COUNTY

CHECK PROPER BOXES

TYPE OF PETITION ☒ Voluntary Petition ☐ Involuntary Petition	NATURE OF DEBT ☐ Business - Complete A, B, C below ☒ Non-business/Consumer
CHAPTER OF THE BANKRUPTCY CODE UNDER WHICH THE PETITION IS FILED (Check One Box) ☒ Chapter 7 ☐ Ch. 7 Broker ☐ Ch. 9 ☐ Chapter 11 ☐ Chapter 11 Railroad ☐ Chapter 12 ☐ Chapter 13 ☐ Sec. 304	A. FORM OF ORGANIZATION (Check One Box) ☐ Individual ☐ Partnership ☐ Corporation Publicly Held ☐ Corporation Closely Held B. TYPE OF BUSINESS (Check One Box) ☐ Farmer ☐ Transportation ☐ Construction ☐ Professional ☐ Manufacture/Mining ☐ Real Estate ☐ Retail/Wholesale ☐ Other Business C. BRIEFLY DESCRIBE NATURE OF BUSINESS

DEBTOR'S ESTIMATES

ESTIMATED NUMBER OF CREDITORS 1-15 ☐ 16-49 ☐ 50-99 ☒ 100-999 ☐ 1000-over ☐	☒ No assets will be available for distribution to creditors ☐ Assets will be available for distribution to creditors
ESTIMATED ASSETS (IN THOUSANDS OF DOLLARS) Under 50 ☐ 50-99 ☐ 100-499 ☒ 500-999 ☐ 1000-over ☐	ESTIMATED NUMBER OF EMPLOYEES—CHAPTER 11 AND 12 ONLY 0 ☐ 1-19 ☐ 20-99 ☐ 100-999 ☐ 1000-over ☐
ESTIMATED LIABILITIES (IN THOUSANDS OF DOLLARS) Under 50 ☐ 50-99 ☐ 100-499 ☒ 500-999 ☐ 1000-over ☐	ESTIMATED NO. OF EQUITY SECURITY HOLDERS—CH. 11 & 12 ONLY 0 ☐ 1-19 ☐ 20-99 ☐ 100-999 ☐ 1000-over ☐
ATTORNEY FOR THE DEBTOR (Firm Name, Address, Tel. No.) RICHARD S. HACKEL (bma 01989) 30 WINTER ST. BOSTON, MA 02108 617-5749272 ☐ No Attorney	ATTORNEY FOR THE PETITIONER (IF INVOLUNTARY PETITION) (Firm Name, Address, Tel. No.)

FILING FEE (Check One Box) ☒ Filing Fee Attached ☐ Filing fee to be paid in installments by individuals only. Must attach signed application for the court consideration indicating that the debtor is unable to pay fee except in installments. Rule 1006 (b)

RELATED BANKRUPTCY CASE (IF ANY)

DEBTOR	CASE NO.	
DISTRICT	DIVISIONAL OFFICE	NAME OF JUDGE

I PRINT NAME **R. S. HACKEL**SIGNATURE OF ATTORNEY (OR DEBTOR)
R. S. HACKEL

FILE COPY

United States Bankruptcy Court
District of Massachusetts
Thomas P. O'Neill Federal Building
10 Causeway Street
Boston, Massachusetts 02222

clerk
4/1/91

Kevin Simard
3 Centre Plaza
Boston, MA 02109

Bankruptcy Case No. 89-13383
Judge: James N. Gabriel
Chapter Number: 7

In re: Joseph Rogers

Debtor(s)

NOTICE

The Court will consider and act upon the following:

Motion By Creditor South Boston Savings Bank To Lift Stay
C/S.

OBJECTIONS to be filed by 3/25/91 at 4:00 PM. If no objections
are filed, the motion may be acted upon without
a hearing. If an objection is filed, a
PRELIMINARY HEARING will be scheduled.

Dated: 3/13/91

ROBERT L. BINGHAM
Clerk, U. S. Bankruptcy Court

BY: Jeanette Koerner
Deputy Clerk

Notice sent to:

Kevin Simard
3 Centre Plaza
Boston, MA 02109

Jeffrey S. Ogilvie
Friedman & Atherton
28 State Street
Boston, MA 02109

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Day, Berry & Howard
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Boston, MA 02110-3109

Richard Hackel Esq.
30 Winter Street
Boston, MA 02108

Katherine et al Murphy
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Wethersfield, CT 06109

Bruce E. Linsky
Shocket & Dockser
One Apple Hill, Suite 225
P.O. Box 8007
Natick, MA 01760-0050

Debra L. Purrington
Levy Weiner, P.C.
277 Main Street
P. O. Box 1538
Greenfield, MA 01302

Joseph T. Doyle Jr.
Lecomte, Emanuelson, Tick & Doyle
Suite 401
75 Federal Street
Boston, Ma 02110

Jeffrey A. Kitaeff
Interim Trustee
Office of Jeffrey A. Kitaeff
805 Turnpike Street, Suite 201

North Andover, MA 01845

Joseph Rogers
140 Dudley Lane
Milton, MA 02186

South Boston Savings
460 West Broadway
South Boston, MA 02127

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MASSACHUSETTS
EASTERN DIVISION

FILED
IN CLERK'S OFFICE
MAR 13 11 49 AM '91
U.S. BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS

Filing Fee Paid

IN RE:

JOSEPH ROGERS
Debtor

CHAPTER 7
CASE NO. 89-13383-JNG

MOTION OF SOUTH BOSTON SAVINGS BANK
FOR RELIEF FROM AUTOMATIC STAY
OF U. S. C. SECTION 362(a)

Now comes South Boston Savings Bank (South Boston), a secured creditor of the above-named Debtor, and hereby moves for Relief from the Automatic Stay of 11 U. S. C., Section 362(a) pursuant to 11 U.S.C., Section 362(d)(2). In support of its Motion, South Boston states:

1. The Debtor, Joseph Rogers ("Rogers"), filed a petition under Chapter 7 of the Bankruptcy Code on November 3, 1989.

2. Rogers and Phillip A. Mahoney ("Mahoney"), both as Trustees of The Cumberland Trust, u/d/t, dated July 2, 1987, are the owners of real property located at Unit 4, 21 Cumberland Street Condominium, Boston. Upon information and belief, Rogers is a beneficiary of said Cumberland Trust.

3. On December 12, 1985, Rogers and Mahoney, individually, gave a mortgage in favor of South Boston on the property to secure the payment of a Promissory Note executed by them to South Boston. The Mortgage was duly perfected by recording in the Suffolk County Registry of Deeds at Book 12135, Page 320 (copies of the Note, a Mortgage are attached hereto and marked as (Exhibit "A" and "B")).

4. On April 7, 1987, Rogers and Mahoney, individually, executed Mortgage in favor of BayBank, Boston, N. A. ("BayBank") on the property to secure the payment of a Promissory Note executed by Rogers and Mahoney to BayBank simultaneously therewith. The Mortgage was recorded with the Suffolk County Registry of Deeds in Book 13600, Page 159 (a copy of the BayBank Mortgage is attached hereto and marked as Exhibit "C").

5. On August 29, 1989, a Lis Pendens was recorded by the Trustees of Brandywine Condominium Trust against the property in the Suffolk County Registry of Deeds in Book 15783, Page 066. (A copy of said Lis Pendens is attached hereto as Exhibit "D.")

6. Rogers and Mahoney defaulted on the mortgage and South Boston commenced foreclosure proceedings.

7. As of March 14, 1991, the amount due under the Mortgage was \$175,619.69, inclusive of unpaid principal, accrued interest, accrued late charges, legal fees, expenses and escrow deficits. Interest continues to accrue on the unpaid balance of principal.

8. South Boston has obtained an appraisal of the property stating the fair market value to be approximately \$105,000.00.

9. The Debtor has not offered proof that he is paying current real estate taxes on the property.

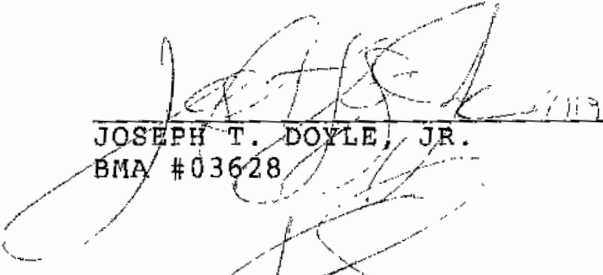
10. The Debtor has no equity in the property. Furthermore, the property is not necessary for an effective reorganization since the Debtor has no legal interest in the property.

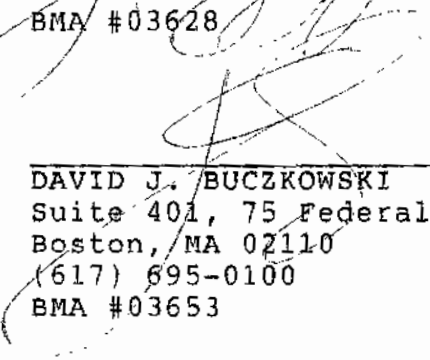
WHEREFORE, South Boston Savings Bank respectfully

requests that this Court:

1. Lift the Automatic Stay with respect to the property and allow South Boston to pursue its non-bankruptcy remedies.
2. For such other and further relief as this Court deems just and proper.

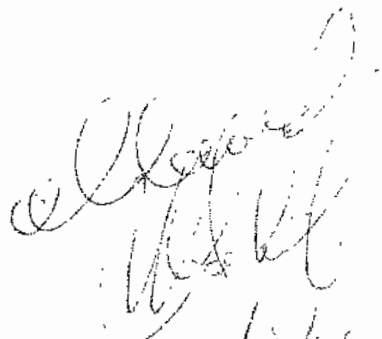
South Boston Savings Bank
By its attorneys,
Lecomte, Emanuelson, Tick & Doyle,


JOSEPH T. DOYLE, JR.
BMA #03628


DAVID J. BUCZKOWSKI
Suite 401, 75 Federal Street
Boston, MA 02110
(617) 695-0100
BMA #03653

CERTIFICATE OF SERVICE

I, David J. Buczkowski, hereby certify that on this date I served a copy of the annexed Motion of South Boston Savings Bank for Relief from Automatic Stay, by first class mail, postage prepaid, to:


3/28/91

FILED
IN CLERK'S OFFICE
MAR 13 11 49 AM '91
U.S. DISTRICT COURT
DISTRICT OF MASSACHUSETTS

Attorney for Joseph Rogers
Richard Hackel, Esq.
30 Winter Street
Boston, MA 02108

Trustee
Jeffrey A. Kitaeff, Esq.
Rosenberg & Kitaeff
805 Turnpike St., Ste. 201
North Andover, MA 01845

U. S. Trustees Office
472 O'Neill Federal Building
10 Causeway Street
Boston, MA 02222

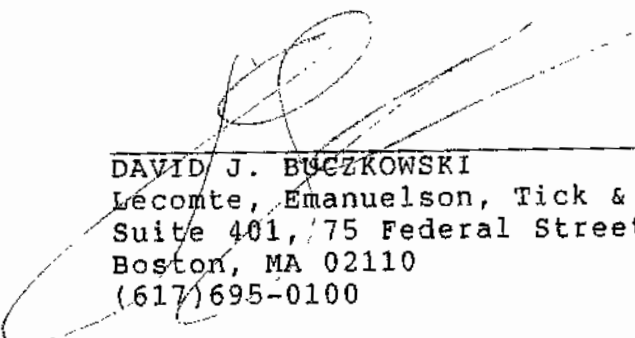
Auburn Circle Associates
877 Beacon Street
Boston, MA 02215

Atty. for BayBank Boston, N. A.
Kevin J. Simard, Esq.
Riemer & Braunstein
Three Center Plaza
Boston, MA 02105

Secure-It Self Storage
135 Old Colony Avenue
Boston, MA 02127

Counsel for Phillip Mahoney
Warren Agin, Esq.
Ferraro & Walsh
954 Cambridge Street
Cambridge, MA 02142

Trustees of Brandywine Condominium Trust
c/o MJS Associates
56A Main Street, Ste. 325
Maynard, MA 01754



DAVID J. BUCZKOWSKI
Leconte, Emanuelson, Tick & Doyle
Suite 401, 75 Federal Street
Boston, MA 02110
(617) 695-0100

Dated: 3/12/91

ADJUSTABLE RATE NOTE

NOTICE TO BORROWER: THIS NOTE CONTAINS A PROVISION 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. THE MAXIMUM RATE CAP IS 5 % ABOVE THE INITIAL INTEREST RATE.

December 12, 1985, Boston, Massachusetts
Unit 4, 21 Cumberland Street, Boston, Massachusetts 02118
Property Address City State Zip Code

1. **BORROWER'S PROMISE TO PAY** One Hundred Fifty Seven Thousand Six Hundred Dollars
In return for a loan that I have received, I promise to pay U.S. \$ 157,600.00 (this amount will be called "principal"), plus interest, to the order of the Lender. The Lender is the South Boston Savings Bank.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder"

2. INTEREST

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

Beginning on the date of this Note, I will pay interest at a yearly rate of 10.25 % (the "Initial Interest Rate"). The interest rate that I will pay will change in accordance with Section 4 of this Note until my loan is paid. Rate changes will occur every year(s) on the anniversary of the loan with at least thirty days prior notice given to the Borrower before each change date.

3. PAYMENTS

(A) 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 February 1, 1986. I will make these payments until I have paid all of the principal and interest and any other charges, described below, that I may owe under this Note. I will pay all sums that I owe under this Note no later than January 1, 2016 (the "Final payment date").

I will make my monthly payments at 460 West Broadway - South Boston, Massachusetts 02127 or at a different place if required by the Note Holder.

(B) Borrower's Payments Before They Are Due

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so. I may make a full prepayment or a partial prepayment without paying any penalty. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates of my monthly payments unless the Note Holder agrees in writing to those delays. My partial prepayment will reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

(C) Amount of Monthly Payments

 One Thousand Four Hundred Twelve and 26/100 Dollars

My initial monthly payments will be in the amount of U.S. \$ 1,412.26. If the interest rate that pay changes, the amount of my monthly payments will change. Increases in the interest rate will result in higher payments (unless my prepayments since the last Change Date offset the increases in my monthly payments). Decreases in the interest rate will result in lower payments. The amount of my monthly payments will always be sufficient to repay my loan in full substantially equal payments by the final payment date. In setting the monthly payment amount on each Change Date, the Note Holder will assume that the Note interest rate will not change again prior to the final payment date.

4. INTEREST RATE CHANGES

(A) The Index

Any changes in the interest rate will be based on changes in an interest rate index which will be called the "Index." The Index is the: [Check one box to indicate Index.]

(1) ☐ Federal National Mortgage Association net yield for mandatory two month conventional fixed rate mortgage commitments as of the first business day of each month.

(2) ☒ The weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year(s).

If the Index ceases to be made available by the publisher, or by any successor to the publisher, the Note Holder will set the Note interest rate by using a comparable index.

(B) Setting the New Interest Rate

Before each Change Date, the Note Holder will calculate my new interest rate by adding / ~~subtracting~~ 2% percentage point(s) (.2, 25 ... %) ... to ... the Current Index.

The Note Holder will then round the result of this calculation to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the principal I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

[Check one box to indicate whether there is any maximum limit on interest rate changes; if no box is checked, there will be no maximum limit on changes.]

(1) ☐ If this box is checked, there will be no maximum limit on changes in the interest rate up or down.

(2) ☒ If this box is checked, the interest rate will not be changed by more than ... 2% percentage points on any Change Date.

(C) Effective Date of Changes

Each new interest rate will become effective on the next Change Date. If my monthly payment changes as a result of a change in the interest rate, my monthly payment will change as of the first monthly payment date after the Change Date.

(D) Notice to Borrower

The Note Holder will mail me a notice by first class mail at least thirty and no more than forty-five days before each Change Date if the interest rate is to change. The notice will advise me of:

(i) the new interest rate on my loan;

(ii) the amount of my new monthly payment; and

(iii) any additional matters which the Note Holder is required to disclose.

5. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any of my monthly payments by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 3 % of my overdue payment of principal and interest. I will pay this late charge only once on any late payment.

(B) Notice from Note Holder

If I do not pay the full amount of each monthly payment on time, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date I will be in default. That date must be at least 30 days after the date on which the notice is mailed to me.

(C) Default

If I do not pay the overdue amount by the date stated in the notice described in (B) above, I will be in default. If I am in default, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount.

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(D) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all its reasonable costs and expenses to the extent not prohibited by applicable law. Those expenses may include, for example, reasonable attorneys' fees.

WAIVERS

Anyone who signs this Note to transfer it to someone else (known as an "endorser") waives certain rights. Those rights are (A) the right to require the Note Holder to demand payment of amounts due (known as "presentment") and (B) the right to require the Note Holder to give notice that amounts due have not been paid (known as "notice of dishonor").

GIVING OF NOTICES

Except for the notice provided in Section 4(D), any notice that must be given to me under this Note will be given by mailing it by certified mail. All notices will be addressed to me at the Property Address above. Notices will be mailed to me at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by certified mail to the Note Holder at the address stated in Section 3(A) above. Notices will be mailed to the Note Holder at a different address if I am given a notice of that different address.

RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note is also obligated to keep all of the promises made in this Note.

LOAN CHARGES

It could be that this loan is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with this loan would exceed permitted limits. If this is the case, 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 me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

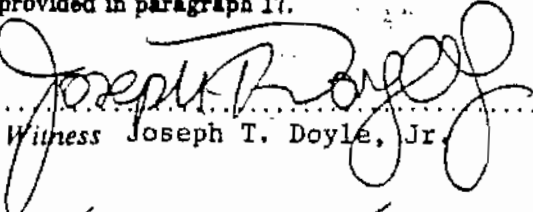
To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

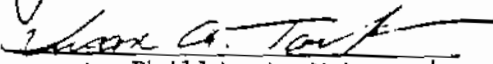
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An Adjustable Rate Loan Rider supplements the Mortgage and provides:

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or both of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.


Witness Joseph T. Doyle, Jr.

.....(Seal)
Joseph Rogers Borrower


Witness to Phillip A. Mahoney's
Signature

.....(Seal)
Phillip A. Mahoney Borrower

.....(Seal)
Borrower
(Sign Original Only)

"For endorsements of principal and interest payments
see computer printout of said rider as this note
which payments endorsed and hereby incorporated
by reference and made a part hereof"

12.35 320 35151

435

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 12, 1985. The mortgagor is Joseph Rogers, Phillip A. Mahoney ("Borrower"). This Security Instrument is given to

THE SOUTH BOSTON SAVINGS BANK, which is organized and existing under the laws of Commonwealth of Massachusetts, and whose address is 460 West Broadway, South Boston, MA 02127 ("Lender").

Borrower owes Lender the principal sum of One Hundred Fifty Seven Thousand Six Hundred and 00/100 Dollars (U.S. \$157,600.00). 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 January 1, 2016. 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 Suffolk County, Massachusetts:

Unit #4 of the 21 Cumberland Street Condominium. The Post Office address of which is 21 Cumberland Street, Boston, Massachusetts. A condominium established by Simon-Boyle Group, Inc., pursuant to Massachusetts General Laws, Chapter 183A, by Master Deed dated October 23, 1984, and recorded at the Suffolk Registry of Deeds in Book 11221, page 177, and as said Master Deed is amended. Said Unit is shown on the floor plans of the building filed with said Master Deed and the amendment thereto in the Suffolk County Registry of Deeds and on the copy of the portion of said plans attached to the unit deed recorded herewith and made a part hereof to which is affixed a verified statement of a registered architect in the form required by Section 9 of Chapter 1839. Said unit is conveyed together with a 22.2 percent interest in the common areas and facilities of the condominium as described in said Master Deed. Said unit is conveyed together with and subject to the terms and conditions of the Master Deed, By Laws of the condominium and the unit deed recorded herewith.

For Mortgagor's title see deed of Simon-Boyle Group, Inc., dated December 12, 1985 and recorded herewith.

This is a Purchase Money First Mortgage.

SUFFOLK REGISTRY OF DEEDS
REC'D ENT'D. & EXAM. ATTEST

DEC 18 3 32 PM '85

Paul P. Turney
REGISTER

which has the address of 21 Cumberland Street, Unit 4, Boston, Massachusetts 02118 ("Property Address");
[Street] [City] [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 seised 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.

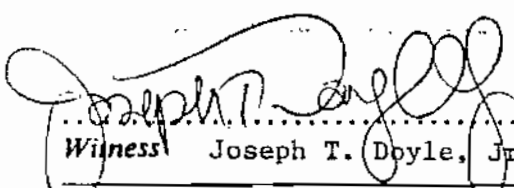
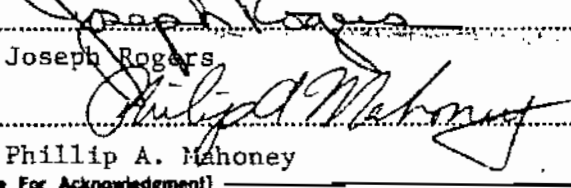
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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.

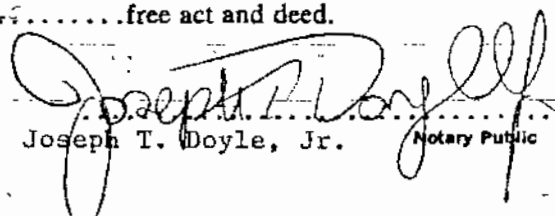
 (Seal)
Joseph Rogers
Witness Joseph T. Doyle, Jr.  (Seal)
Phillip A. Mahoney
[Space Below This Line For Acknowledgment]

COMMONWEALTH OF MASSACHUSETTS, Suffolk County ss:

On this 12th day of December, 1985, before me personally appeared Joseph Rogers, and acknowledged the foregoing to be his free act and deed.

My Commission expires:

5/21/87

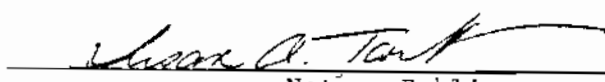

Joseph T. Doyle, Jr. Notary Public

STATE OF CALIFORNIA

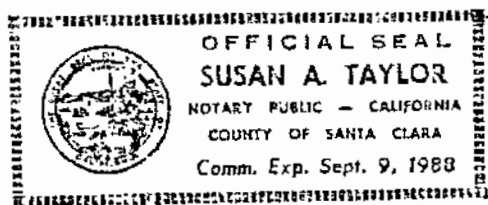
COUNTY OF

On this 16 day of December, 1985, before me personally appeared Phillip A. Mahoney and acknowledged the foregoing to be his free act and deed.

My Commission expires:


Sharon A. Tarkenton Notary Public

Please affix your Seal.



Box 16
23

CONDOMINIUM RIDER

12135 324

THIS CONDOMINIUM RIDER is made this 12th day of December, 1985, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

THE SOUTH BOSTON SAVINGS BANK

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

21 Cumberland Street, Unit 4, Boston, MA 02118
[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

21 Cumberland Street Condominium
[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Joseph Rogers (Seal)
Borrower

Phillip A. Mahoney (Seal)
Borrower

Joseph T. Doyle, Jr.
Witness Joseph T. Doyle, Jr.

Phillip A. Mahoney's
Signature

12135 325

ADJUSTABLE RATE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION 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. THE MAXIMUM RATE CAP IS 5 % ABOVE THE INITIAL INTEREST RATE.

This Rider is made this 12th day of December, 1985, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to South Boston Savings Bank (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 21 Cumberland Street Unit 4, Boston, MA 02118.

Property Address

Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an "Initial Interest Rate" of 10.25%. The Note interest rate may increase or decrease every year(s) on the anniversary of the loan with notification to the Borrower at least thirty days before each change date if the interest rate is to change.

Changes in the interest rate are governed by changes in an interest rate index called the "Index" The Index is the:

[Check one box to indicate Index.]

- (1) ☐ Federal National Mortgage Association net yield for mandatory two month conventional fixed rate mortgage commitments as of the first business day of each month.
- (2) ☒ The weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year(s).

[Check one box to indicate whether there is any maximum limit on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.]

- (1) ☐ There is no maximum limit on changes in the interest rate at any Change Date.
- (2) ☒ The interest rate cannot be changed by more than 2 percentage points at any Change Date.

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding / ~~subtracting~~ 2 1/2 percentage point(s) (2.25 %) to the Current Index.

The Note Holder will then round the result of this calculation to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the principal I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

Notice of Changes

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

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

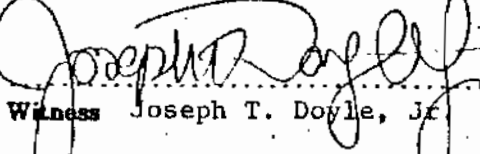
Uniform Covenant 17 of the Security Instrument is amended to read as follows:

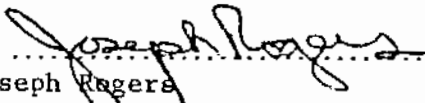
Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

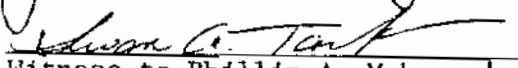
To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 90 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.


 Witness Joseph T. Doyle, Jr.

 (Seal)
 Joseph Rogers -Borrower


 Witness to Phillip A. Mahoney's
 Signature

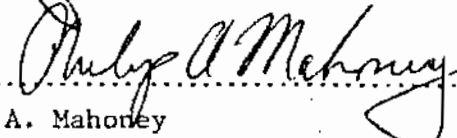
 (Seal)
 Phillip A. Mahoney -Borrower

EXHIBIT
C

MTC 015
613 - 8x81

BayBanks

13600 159

REAL Credit Mortgage
Money Manager Credit Mortgage

SUFFOLK COUNTY, MASSACHUSETTS
REC'D INTO A LAMINATE

Mortgage dated as of
from
of
to BayBank
principal place of business at
Massachusetts

April 7
Joseph Rogers and Phillip A. Mahoney
Unit 4, 21 Cumberland Street, Boston
Boston, N.A.
175 Federal Street, Boston,

19 87
4 28 PM '87
(the "Borrower")
the "Lender" having its
REGISTER

Article I: The Loan

1. **Revolving Credit.** The Lender has agreed to make loans to the Borrower in an aggregate principal amount at any one time outstanding not exceeding \$16,000.00 (the "Credit Limit"). The loans are evidenced by and repayable with interest in accordance with a duly authorized and executed note and credit agreement of the Borrower delivered to Lender as of the date hereof (the "Note"). The interest rate is a variable rate based upon the prime rate published by BayBank Boston, N.A. (or any successor to that bank).

2. **Termination.** The Borrower's right to borrow under the Note will terminate on the tenth anniversary of the date of its execution and may terminate earlier as set forth in the Note.

3. **Defaults.** The occurrence of any of the following events shall constitute a default under this Mortgage (each herein called an Event of Default):

(a) The Lender shall discover that any representation or warranty made by the Borrower in this Mortgage, or in the application or any certificate, report, financial statement or other instrument furnished in connection with this Mortgage or any loan hereunder, shall prove to have been false or misleading in any material respect when made.

(b) Nonpayment of any fees due and payable under this Mortgage, or of principal or interest on the Note when due and payable, or nonpayment of any other obligations, or failure to perform any other obligation under the Note, and such Default shall continue thirty (30) days after written notice of such Default is given to the Borrower by the Lender.

(c) Any Default in the performance or observance of this Mortgage including without limitation breach of a covenant or agreement or a default under Article II hereof, and such Default shall continue for more than thirty (30) days after written notice thereof is given to the Borrower by the Lender.

(d) The Lender shall discover that a liquidator, assignee, custodian, sequester, trustee or receiver shall have been appointed for all or a substantial part of the property of any person constituting the Borrower in any involuntary proceeding under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect for its reorganization, dissolution, liquidation or winding up and such decree or order of appointment shall not have been discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within sixty (60) days; or that the Borrower, or any of them, shall have commenced a voluntary case or taken action approving the commencement of a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; or shall have consented to the entry of an order for relief in an involuntary case under any such law or to the appointment of a receiver, custodian, assignee, sequester, trustee or liquidator of all the Borrower's property or substantial part thereof; or shall have filed an answer admitting the material allegations in any such proceeding filed against the Borrower; or that any such proceeding filed against the Borrower shall have been approved and not vacated or stayed within thirty (30) days; or that the Borrower, or any of them, shall have made an assignment or other general transfer for the benefit of creditors, or shall have failed to pay debts generally as they become due, or shall have failed within thirty (30) days to bond or otherwise discharge any attachment, or to pay any judgment which is not stayed on appeal.

4. **Remedies.** Upon any Event of Default, the Lender without notice may exercise any or all of the foregoing remedies: (a) declare the revolving credit commitment to be terminated, whereupon it shall no longer have any obligation to make the loans thereunder; and (b) declare any and all indebtedness shall forthwith become due and payable without presentment, demand, notice or protest; and (c) unless the borrowings hereunder have been made by means of a credit card, exercise a right of set-off against any accounts or other funds held by Lender; and (d) realize upon collateral securing other loans to the Lender to the extent that collateral secures loans hereunder.

Whether or not the Lender exercises any right given pursuant to the foregoing paragraph upon any Event of Default as aforesaid, the Lender shall have as to the property which is security for the Note all the rights and remedies that are in equity under and conferred upon the Lender by all applicable law and under this Mortgage as hereinafter set forth.

5. **Notices.** Any notices and other communications required or provided to the Borrower under this Mortgage or under the Note shall be deemed to have been sufficiently given or served for all purposes when sent by United States mail to the Borrower at the address as set forth above or as set forth in the mortgage records of the Lender and if to the Lender, at its principal office as set forth above.

6. **Exercise of Rights.** No failure to exercise, and no delay in exercising, on the part of the Lender, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

7. **Joint and Several Obligation.** If there is more than one Borrower, then all obligations of the Borrower hereunder and under the Note shall be joint and several and all references to the Borrower shall mean each Borrower.

8. **Assignment.** This Mortgage may not be assigned by Borrower without Lender's prior written consent. Obligations hereunder are binding upon the Borrower and the Borrower's heirs and legal representatives.

Article II: The Mortgage

To secure to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all of the sums with interest thereon advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower contained herein and in the Note, for consideration paid, Borrower does hereby mortgage, grant and convey to Lender, with Mortgage Covenants and with power of sale, the following described property located in the

County of Suffolk, Commonwealth of Massachusetts

4. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the terms of extended coverage, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require, provided that Lender shall not require that the amount of such coverage exceed the amount of coverage required to pay the sums secured by this Mortgage.

13600 161

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under Section 2 above or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Unless the holder of a prior mortgage is holding such policies, the Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible and the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within thirty (30) days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in Sections 1 and 2 of this Article II or change the amount of such installments. If under Section 14 below the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale of acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. **Preservation and Maintenance of Property; Leaseholds; Condominium; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by the Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

6. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements of proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loans secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this Section 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this Section 6 shall require Lender to incur any expense or to take any action hereunder.

7. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

8. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or part thereof, 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 Mortgage, with the excess, if any, paid to Borrower. In the event of partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage, such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to the Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make and award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

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

9. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successor in interest. Lender shall not be required to commence proceeding against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

10. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

11. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. **Successors and Assigns Bound; Joint and Several; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Section 13 of this Article II. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

13. **Transfer of the Property.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, which Lender may withhold, its sole discretion, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

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If Lender exercises such option to accelerate, Lender may, at its option, demand immediate payment of acceleration in accordance with this Agreement. Such notice shall provide a period of not less than thirty (30) days in which the Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by Section 14 hereof.

14 Acceleration; Remedies. Upon the occurrence of an Event of Default as defined in Article I, Section 2 or as otherwise provided in this Mortgage, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and Lender may invoke the STATUTORY POWER OF SALE and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Section 14, including, but not limited to, reasonable attorney's fees.

If Lender invokes the STATUTORY POWER OF SALE, Lender shall mail a copy of a notice of sale to Borrower 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 Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

15 Assignment of Rents; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property provided that Borrower shall, prior to the acceleration under Section 14 of this Article II or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon such acceleration or abandonment of the Property, Lender 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. All rents collected by Lender shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender shall be liable to account only for those rents actually received.

16 Senior Lien. This mortgage is subject to a prior mortgage from Joseph Rogers and Phillip A. Mahoney to The South Boston Savings Bank dated December 12, 1985 recorded in the Suffolk Registry of Deeds at Book 12135 Page 320 (filed as Document No. _____ in the Registry District of the Land Court) and securing an original principal sum of \$ 157,600.00. Borrower represents and warrants that said mortgage is not in default and that no breach of covenant of said mortgage exists.

17. Covenants Regarding Senior Lien.

(i) Borrower shall not modify, amend, extend, refinance, renew or borrow any additional amounts under any mortgage to which this mortgage is at any time subject or subordinate or the debt or other obligation secured thereby without prior written consent of the holder hereof.

(ii) Any default under any such prior mortgage or the obligations secured thereby, of which default Lender has knowledge, shall be a default hereunder, and the Lender shall be entitled (but not obligated) to cure said default and shall be reimbursed by the Borrower for all reasonable costs, charges and expenses, including without limitation reasonable attorney's fees, incurred in connection therewith, and all sums to which the Lender may be entitled to reimbursement shall be added to the principal sum of the debt secured hereby, shall earn interest at the same rate payable from time to time under the Note, shall be secured by this mortgage and shall be payable on demand of the Lender, whether or not the remaining balance of said principal sum shall have been declared due and payable.

18 Revolving Credit. It is understood that this Mortgage secures a revolving credit as set forth in Article I hereof, and that from time to time the outstanding balance of loans made under said credit may change and may be zero. Notwithstanding such fact, the Mortgage granted hereby shall be and remain superior to any and all liens hereafter made or placed against the Property and such priority shall have effect with respect to all advances made under said revolving credit to Borrower prior to an Event of Default as defined in Section 2 of Article I. It is understood Lender shall have the right, but not the obligation, to give the requisite notice to Borrower of an event which with notice and the passage of time would become an Event of Default, if not cured.

19 Amendment of Credit Agreement. It is understood that this Mortgage secures a revolving credit agreement between Borrower and Lender and that no amendment, renewal, modification or extension of said agreement shall affect the enforceability or priority of this Mortgage which shall act as security for said agreement as amended, renewed, modified or extended.

Witness the execution hereof under seal as of the day and the year first above-written.

BORROWER

Joseph Rogers
Joseph Rogers

BORROWER

Phillip A. Mahoney
Phillip A. Mahoney

STATE OF CALIFORNIA

County of Santa Clara

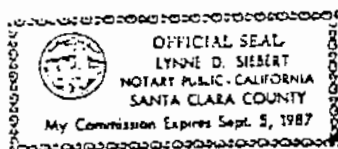
On this 7th day of April, 1987

before me personally appeared Phillip A. Mahoney

and, n/a

his free act and deed.

who acknowledged the foregoing to be



Lynne D. Siebert
Notary Public
My Commission Expires 9-5-87

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

April 17, 1987

Then personally appeared the above-named, Joseph Rogers, and acknowledged the foregoing instrument to be his free act and deed, before me,

Frances E. Mulvaney
NOTARY PUBLIC
MY COMMISSION EXPIRES: 9/26/91

(15)

231

15713 066

Box 12

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS

SUPERIOR COURT
CIVIL ACTION
NO. 89 2431

Trustees of Brandywine Condominium
Trust, by their agent
Eric Management, Inc.
plaintiff

v.

Joseph Rogers, Trustee of
J & P Brandywine Trust,
defendant

and
Somerset Savings Bank,
mortgagee
and
Vanguard Savings Bank,
mortgagee

MEMORANDUM OF LIS PENDENS

Property: 21 Cumberland Street, #4
Boston, MA 02115

To all who would transact concerning the above referenced property,
take notice:

There is now pending in the Superior Court for the County of
Worcester as Civil Action No. 89-2431 entitled "Trustees of
Brandywine Condominium Trust v. Joseph Rogers, Trustee of J & P
Brandywine Trust", which proceeding affects the title to said
property or the use and occupation thereof or the buildings
thereon. The action was commenced on or about August 16, 1989,
with the filing of a complaint in the Superior Court.

Approved for filing:

Elizabeth B. Brown
Justice

Date: Aug 28, 1989

Having examined the proposed complaint, I find that this
litigation constitutes a claim of a right to title in real property
of the use and occupation thereof or the building thereon,
and so determine and certify under the provisions of
Chapter 809 Acts of the Acts of 1985.

Date: 8/28/89 Elizabeth B. Brown
Associate Justice of the Superior Court

WRONG
PARTIES
?

EXAM
NOTE
OUR
LOCUS
Paul R. Tacey
REGISTER
Aug 29 1 12 PM '89
SUFFOLK COUNTY OF DEEDS
RECORDING EXAM ATTEN

23

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UNITED STATES BANKRUPTCY COURT
FOR THE
DISTRICT OF MASSACHUSETTS

IN RE:

JOSEPH ROGERS,
Debtor.

CHAPTER 7
CASE NO. 89-13383-JNG

ORDER OF THE COURT

Following hearing on the Motion for Relief from Automatic Stay of 11 U.S.C. Section 362(a) filed by the South Boston Savings Bank in the above-captioned matter, it is hereby ordered that South Boston Savings Bank be and is hereby given Relief from the Automatic Stay and is allowed to pursue its applicable non-bankruptcy remedies.

Dated:

Presiding Justice

LECOMTE, EMANUELSON, TICK & DOYLE

ATTORNEYS AT LAW

SUITE 401

75 FEDERAL STREET

BOSTON, MASSACHUSETTS 02110

(617) 695-0100

FACSIMILE (617) 695-1770

March 12, 1991

CERTIFIED

RETURN RECEIPT REQUESTED

Robert L. Bingham
Clerk of Court
U. S. Bankruptcy Court
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street
Boston, MA 02222-1074

Re: Joseph Rogers
Chapter 7
Case No. 89-13383-JNG
Our File No. 8730-8919

FILED
IN CLERK'S OFFICE
MAR 13 11 48 AM '91
U.S. BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS

Dear Mr. Bingham:

Enclosed herewith are the following documents:

Motion of South Boston Savings Bank for Relief from
Automatic Stay of U. S. C. Section 362(a)

A proposed Order of the Court

Also enclosed is check for \$60.00 to cover the cost
of filing the above Motion.

Kindly file at your earliest convenience.

Very truly yours,

Enclosure

DAVID J. BUCZKOWSKI

DJB:mpo

cc: Richard Hackel, Esq.
U. S. Trustees Office
Jeffrey A. Kitaeff, Es.
Kevin J. Simard, Esq.
Warren Agin, Esq.
Trustees of Brandywine Condo. Trust
Secure-It Self Storage

U.S. 9/25/71 - 7:00 PM

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS
EASTERN DIVISION

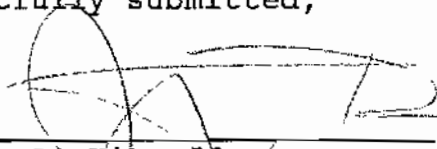
IN RE:]
JOSEPH ROGERS,]
Debtor]

Chapter 7
Case No. 89-13383-JNG

TO SOUTH BOSTON SAVINGS BANK
MOTION FOR
RELIEF FROM AUTOMATIC STAY

Now comes Jeffrey A. Kitaeff, duly appointed Trustee in Bankruptcy of the above entitled Chapter 7 Proceeding and hereby represents for the relief sought in the Motion of South Boston Savings Bank, a corporation, at 21 Cumberland Street, Canton, MA, there appearing to be no equity to the estate.

Respectfully submitted,



Jeffrey A. Kitaeff
Trustee in Bankruptcy

DOCKETED 27
#2

ROSENBERG & KITAEFF

Attorneys at Law

Willows Professional Park

805 Turnpike Street, Suite 201

North Andover, Massachusetts 01845

(508) 683-2479

FAX (508) 682-3041

Jason Rosenberg

Jeffrey A. Kitaeff

Christina K. Hibbs

March 14, 1991

Clerk's Office
US Bankruptcy Court
O'Neill Federal Office Building
10 Causeway Street, Room 1101
Boston, MA 02222-1074

Re: Joseph Rogers
Chapter 7, Case No. 89-13383-JNG

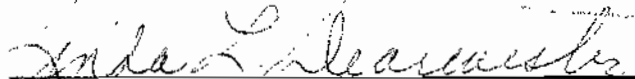
Dear Sir or Madam:

Enclosed please find Trustee's Assent for Relief from Stay submitted by South Boston Savings Bank regarding the above entitled Chapter 7 cases.

Very truly yours,

ROSENBERG & KITAEFF

By:



Linda L. Dearwester
Legal Assistant

Discharge Notices
for 89-13383
Sat Mar 23 10:21:02 EST 1991

77)

DOCKETED

Joseph Rogers
0 Dudley Lane
Milton, MA 02186

Jeffrey A. Kitaeff
Office of Jeffrey A. Kitaeff
805 Turnpike Street, Suite 201
North Andover, MA 01845

Richard Hackel, Esq.
30 Winter Street
Boston, MA 02108

Baybank Middlesex
c/o Kevin Simard
3 Center Plaza
Boston, MA 02109

UNITED STATES ATTORNEY
1107 JOHN W. MCCORMACK
POST OFFICE AND COURTHOUSE
BOSTON, MA 02109

COMMONWEALTH OF MASSACHUSETTS
DIV. OF EMPLOYMENT SECURITY
C.F. HURLEY BUILDING
GOVERNMENT CENTER
BOSTON, MA. 02114

COMMONWEALTH OF MASSACHUSETTS
COMMISSIONER OF REVENUE
BANKRUPTCY UNIT/LEGAL
215 FIRST STREET
CAMBRIDGE, MA 02142

C. M. HILL, ASST. A. G.
DEPT. OF ATTORNEY GENERAL
CONSUMER PROTECTION IV.
ONE ASHBURTON PLACE
BOSTON, MA 02108

TAX COLLECTOR
Town Hall
Milton, MA
02186

21 Cumerland Street Condo Trus
21 Cumberland Street
Boston, MA 02115

511 Beacon Street Condominium
C/o Clark Property Management
316 Beacon Street
Boston, MA 02116

Alkash, Joseph
Boston Central Realty
49 Massachusetts Avenue
Boston, MA 02115

Am-Pro
183 Newbury Street
Route L North
Danvers, MA 01923

Amshrew Associates
C/o William Walsh, Esq.
954 Cambridge Street
Cambridge, MA 02141

Baker & Nunes
Howard Nunes, Esq.
11 Beacon Street
Boston, MA 02108

BayBank
Account: 4262-1505-0000-1605
P.O. Box 522
Waltham, MA 02254

BayBank
Account: 4262-1505-0000-1605
C/o Credit & Collection
858 Washington Street
Dedham, MA 02026

BayBank Middlesex
Account: 10046468
858 Washington Street
Dedham, MA 02026

BayBank Middlesex
Revolving Credit
858 Washington Street
Dedham, MA 02026

BayBank Real Credit Dept.
858 Washington Street
Dedham, MA 02026

Bayne, Jacqueline
511 Beacon Street, Unit 8
Boston, MA 02115

Berkley Cleaners
44 Boylston Street
Boston, MA 02116

Boston Edison
Credit And Collection
800 Boylston Street
Boston, MA 02199

Boston Globe
135 Wm. T. Morrissey Blvd
Dorchester, MA 02121

Boston Globe
C/o Smith, Levenson & Smith
160 Federal Street
Boston, MA 02110

Boston Racquet Ball Club
10 Post Office Square
Boston, MA 02109

Boston Water & Sewer Commission
425 Summer Street
Boston, MA
02210

Brandywine Condominium Trust
C/o Davis & Gordon, P.C.
One Lincoln Plaza
Boston, MA 02111

29 26

Discharge Notices
for 89-13383
Sat Mar 23 10:21:02 EST 1991

Cablevision Of Boston
Travis Street
Brighton, MA
02135

Cabral, Richard
7 Amherst Street
Nashua, NH 03063

Cambridge Teachers FCU
Account: 2204
1700 Cambridge Street
Cambridge, MA 02142

Carriker, Linda
511 Beacon Street
Boston, MA 02115

Catherine Pinkham, Trustee
511 Beacon Street Realty Trust
Boston, MA 02115

Catherine Pinkham, Trustee
C/o Ronald Luccio
213 Newbury Street
Boston, MA 02115

Cellular One
306 Northern Avenue
Boston, MA 02110

Chase Manhattan Bank
Account: 011066212132626005
600 Community Drive
Manhasset, NY
11036

Chase Manhattan Bank
Account: 011066212132626005
C/o
P.O.Box 15005
Wilmington, DE 19893

Cherry Hill Condo Association
Maple Crest Circle
Holyoke, MA
01040

Citibank
Account: 4271-3823-1954-4413
Visa
P.O. Box 6001
Sioux Falls, SD 57188

City Of Boston
Collector/Treasurer
City Hall
Boston, MA 02201

City Of Holyoke
Collector Treasurer
City Hall
Holyoke, MA 01040

City Of Medford
Account: 47939
City Hall
Medford, MA 02155

Commerce Service Corp.
Account: 7-11237-041-07261
221 N. Thirteenth Street
Philadelphia, PA 19107

Copy Cop, Inc.
815 Boylston Street
Boston, MA 02116

Csapler & Bok
Richard C. Csapler, Jr., Esq.
One Winthrop Square
Boston, MA
02110

DEBlosi, Robert, CPA
400 Massachusetts Avenue
Arlington, MA 02174

Delta Airlines
Account: MR89RC19535
C/O Credit Collection Service
P.O.Box 898
East Dennis, MA 02641

DICara, Selig, Sawyer & Holt
Three Center Plaza
Boston, MA 02108

Dime Savings Bank Of New York
EAB Plaza
Uniondale, NY 11556

Donovan, James M., DMD
25 Chestnut Hill Road
Brookline, MA
02167

E.L.S.I.
Account: 023-48-7115
Education Loan Services, Inc.
P.O.Box 9175
Braintree, MA 02184

Filenes
P.O. Box 911
Boston, MA 02103

Fitzpatrick And McCarthy
Kathleen M. McCarthy
1087 Beacon Street
Newton Center, MA
02150

Framingham Savings Bank
600 Worcester Road
Framingham, MA 01701

Greentree Condominium Assoc.
Greentree Lane/Webster Street
Weymouth, MA 02188

Hanscom Field FCU
Account: 295640
Hanscom Air Force Base
Bedford, MA 01730

Jeans, John T.
511 Beacon Street
Boston, MA 02115

Discharge Notices
for 89-13383
Sat Mar 23 10:21:02 EST 1991

Jordan Marsh
count: 144-820-61
P.O. Box 9150
Boston, MA 02205

Jordan Marsh
count: 425-567-46
P.O. Box 9150
Boston, MA 02205

Kingswood Park Village Condo.
Association
180 Main Street
Bridgewater, MA 02324

Lotus Corporation
Lotus Signal Service
55 Cambridge Parkway
Cambridge, MA 02142

Mahoney, Philip
1219 Christobal Privata
Mountain View, CA 94040

Marc Rosenberg & Associates Inc
95 West Squantum Street
Suite 119
North Quincy, MA 02171

Marujo, Rose
14 Sekel Srtreet
Cambridge, MA 02141

Mass Board Of Higher Education
330 Stuart Street
Boston, MA 02116

MCI Telecommunications
Account: 113675337
1133 19th St.NW
Washington, DC 20036

MCI Telecommunications
Account: 113675337
C/o
P.O.Box 20354
Townsend, MD 21204

MCI Telecommunications
Account: MCDT03
C/o NCMC
P.O. Box 20354
Touson, MD 21204

Mehdi, Lima
511 Beacon Street, Unit 10
Boston, MA
02115

New England Telephone
Account: 247-9244
245 State Street
Boston, MA 02109

Phillips, Theodore
358 Commonwealth Ave
Boston, MA 02115

Pioneer Financial Co-Op Bank
46 Pleasant Street
Malden, MA 02148

Renaissance Trust
66 Long Wharf
Boston, MA 02110

Sears Roebuck & Co.
45 Congress Street
Salem, MA
01970

Security Design Consultants
10 Sibley Road
Weston, MA 02193

Shawmut Bank
100 Summer Street
Boston, MA 02110

Shrewsbury II Trust
C/o William Walsh, Esq.
954 Cambridge Street
Cambridge, MA 02141

Somerset Savings Bank
P.O. Box 40
Somerville, MA 02143

Merrill & McGeary
Michael Merrill, Esq.
11 Beacon Street
Boston, MA 02108

South Boston Savings Bank
460 West Broadway
South Boston, MA 02127

Southern Bell
Fort Lauderdale, FL 333

Speedy Package Delvery
31 St. James Avenue
Boston, MA 02116

The Copy House
128 High Street
Boston, MA 02110

The Zari Corporation
Maple Technology Park
420 Maple Street
Marlboro, MA 01752

Town Of Bridgewater
Collector/Treasurer
Town Hall
Bridgewater, MA 02324

Town Of Shrewsbury
Collector/Treasurer
Town Hall
Shrewsbury, MA 01545

Discharge Notices
for 89-13383
Sat Mar 23 10:21:02 EST 1991

Town Of Weymouth
Collector/Treasurer
Town Hall
Weymouth, MA 02188

Tufts University
Account: 201-01-023-48-7115
Student Loan
Bursar's Office
Medford, MA 02155

Tufts University
Account: 201-01-023-48-7115
c/o University Acctg.Serv.
180 N. Executive Drive
Brookfield, WI 53005

University Bank & Trust Co.
25 Needham Street
Newton, MA 02159

Vanguard Savings Bank
143 Chestnut Street
Holyoke, MA 01040

Walsh, William
954 Cambridge Street
Cambridge, MA 02142

Weymouth II Trust
William Walsh, Trustee
954 Cambridge Street
Cambridge, MA 02141

William Walsh, Esq.
954 Cambridge Street
Cambridge, MA 02141

Younis, Carl
511 Beacon Street, Unit 12
Boston, MA 02115

Morse, Christine
Morse, Rosemary
71 Pond Street
Georgetown, MA 01833

UNITED STATES ATTORNEY
1107 JOHN W. MCCORMACK
POST OFFICE AND COURTHOUSE
BOSTON, MA 02109

COMMONWEALTH OF MASSACHUSETTS
DIV. OF EMPLOYMENT SECURITY
C.F. HURLEY BUILDING
GOVERNMENT CENTER
BOSTON, MA. 02114

COMMONWEALTH OF MASSACHUSETTS
COMMISSIONER OF REVENUE
BANKRUPTCY UNIT/LEGAL
215 FIRST STREET
CAMBRIDGE, MA 02142

21 Cumerland Street Condo Trus
21 Cumberland Street
Boston, MA 02115

Alkash, Joseph
Boston Central Realty
49 Massachusetts Avenue
Boston, MA 02115

Am-Pro
183 Newbury Street
Route L North
Danvers, MA 01923

Amshrew Associates
C/o William Walsh, Esq.
954 Cambridge Street
Cambridge, MA 02141

Baker & Nunes
Howard Nunes, Esq.
11 Beacon Street
Boston, MA 02108

BayBank
Account: 4262-1505-0000-1605
P.O. Box 522
Waltham, MA 02254

BayBank
Account: 4262-1505-0000-1605
C/o Credit & Collection
858 Washington Street
Dedham, MA 02026

BayBank Middlesex
Account: 10046468
858 Washington Street
Dedham, MA 02026

BayBank Middlesex
858 Washington Street
Dedham, MA 02026

BayBank Middlesex
Revolving Credit
858 Washington Street
Dedham, MA 02026

BayBank Real Credit Dept.
858 Washington Street
Dedham, MA 02026

Bayne, Jacqueline
511 Beacon Street, Unit 8
Boston, MA 02115

Berkley Cleaners
44 Boylston Street
Boston, MA 02116

Boston Edison
Credit And Collection
800 Boylston Street
Boston, MA 02199

Boston Globe
135 Wm. T. Morrissey Blvd
Dorchester, MA 02121

Boston Globe
C/o Smith, Levenson & Smith
160 Federal Street
Boston, MA 02110

Discharge Notices
for 89-13383
Sat Mar 23 10:21:02 EST 1991

Boston Racquet Ball Club
1 Post Office Square
Boston, MA 02109

Brandywine Condominium Trust
c/o Davis & Gordon, P.C.
One Lincoln Plaza
Boston, MA 02111

Cabral, Richard
547 Amherst Street
Nashua, NH 03063

Cambridge Teachers FCU
Account: 2204
1700 Cambridge Street
Cambridge, MA 02142

Carriker, Linda
511 Beacon Street
Boston, MA 02115

Catherine Pinkham, Trustee
C/o Ronald Luccio
213 Newbury Street
Boston
MA 02115

Cellular One
306 Northern Avenue
Boston, MA 02110

Citibank
Account: 4271-3823-1954-4413
Visa
P.O. Box 6001
Sioux Falls, SD 57188

City Of Boston
Collector/Treasurer
City Hall
Boston, MA 02201

City Of Holyoke
Collector Treasurer
City Hall
Holyoke, MA 01040

City Of Medford
Account: 47939
City Hall
Medford, MA 02155

Commerce Service Corp.
Account: 7-11237-041-07261
221 N. Thirteenth Street
Philadelphia, PA 19107

Commonwealth Of Mass/DOR
Bankruptcy Unit
215 First Street
Cambridge, MA 02142

Copy Cop, Inc.
815 Boylston Street
Boston, MA 02116

DEBlosi, Robert, CPA
400 Massachusetts Avenue
Arlington, MA 02174

Delta Airlines
Account: MR89RC19535
C/O Credit Collection Service
P.O.Box 898
East Dennis, MA 02641

DICara, Selig, Sawyer & Holt
Three Center Plaza
Boston, MA 02108

Dime Savings Bank Of New York
EAB Plaza
Uniondale, NY 11556

Dime Savings Bank Of New York
EAB Plaza
Uniondale, NY 11556

Filenes
P.O. Box 911
Boston, MA 02103

Framingham Savings Bank
600 Worcester Road
Framingham, MA 01701

Greentree Condominium Assoc.
Greentree Lane/Webster Street
Weymouth, MA 02188

Hanscom Field FCU
Account: 295640
Hanscom Air Force Base
Bedford, MA 01730

Internal Revenue Service
Special Procedures
P.O. Box 9106, JFK Station
Boston, MA 02203

Jeans, John T.
511 Beacon Street
Boston, MA 02115

Jordan Marsh
Account: 144-820-61
P.O. Box 9150
Boston, MA 02205

Jordan Marsh
Account: 425-567-46
P.O. Box 9150
Boston, MA 02205

Kingswood Park Village Condo.
Association
180 Main Street
Bridgewater, MA 02324

Lotus Corporation
Lotus Signal Service
55 Cambridge Parkway
Cambridge, MA 02142

Discharge Notices
for 89-13383
Sat Mar 23 10:21:02 EST 1991

Mahoney, Philip
.19 Christobal Privata
Mountain View, CA 94040

Marc Rosenberg & Associates Inc
West Squantum Street
Suite 119
North Quincy, MA 02171

Marujo, Rose
14 Sekel Srtreet
Cambridge, MA 02141

Mass Board Of Higher Education
330 Stuart Street
Boston, MA 02116

MCI Telecommunications
Account: 113675337
1133 19th St.NW
Washington, DC 20036

MCI Telecommunications
Account: 113675337
C/o
P.O.Box 20354
Townsend, MD 21204

MCI Telecommunications
Account: MCDT03
C/o NCMC
P.O. Box 20354
Touson, MD 21204

New England Telephone
Account: 247-9244
245 State Street
Boston, MA 02109

Phillips, Theodore
358 Commonwealth Ave
Boston, MA 02115

Pioneer Financial Co-Op Bank
46 Pleasant Street
Malden, MA 02148

Renaissance Trust
66 Long Wharf
Boston, MA 02110

Security Design Consultants
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Weston, MA 02193

Shawmut Bank
100 Summer Street
Boston, MA 02110

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C/o William Walsh, Esq.
954 Cambridge Street
Cambridge, MA 02141

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P.O. Box 40
Somerville, MA 02143

Merrill & MCGeary
Michael Merrill, Esq.
11 Beacon Street
Boston, MA 02108

South Boston Savings Bank
460 West Broadway
South Boston, MA 02127

Southern Bell
Fort Lauderdale, FL 333

The Copy House
128 High Street
Boston, MA 02110

The Zari Corporation
Maple Technology Park
420 Maple Street
Marlboro, MA 01752

Town Of Bridgewater
Collector/Treasurer
Town Hall
Bridgewater, MA 02324

Town Of Shrewsbury
Collector/Treasurer
Town Hall
Shrewsbury, MA 01545

Town Of Weymouth
Collector/Treasurer
Town Hall
Weymouth, MA 02188

Tufts University
Account: 201-01-023-48-7115
Student Loan
Bursar's Office
Medford, MA 02155

University Bank & Trust Co.
25 Needham Street
Newton, MA 02159

Vanguard Savings Bank
143 Chestnut Street
Holyoke, MA 01040

Vanguard Savings Bank
143 Chestnut Street
Holyoke, MA 01040

Walsh, William
954 Cambridge Street
Cambridge, MA 02142

Weymouth II Trust
William Walsh, Trustee
954 Cambridge Street
Cambridge, MA 02141

Discharge_Notices
for 89-13383
Sat Mar 23 10:21:02 EST 1991

William Walsh, Esq.
14 Cambridge Street
Cambridge, MA 02141

Mounis, Carl
1 Beacon Street, Unit 12
Boston, MA 02115

Morse, Christine
Morse, Rosemary
71 Pond Street
Georgetown, MA 01833

Katherine T. Murphy
27 Fairmont Street
Wethersfield, CT 06109

U.S. Bankruptcy Court
Thomas P. O'Neill Jr. Federal Bldg.
10 Causeway Street
Boston, MA 02222-1074

UNITED STATES BANKRUPTCY COURT
District of Massachusetts

Thomas P. O'Neill Jr. Federal Bldg, 10 Causeway Street
Boston, MA 02222-1074

Robert L. Bingham
Clerk of the Bankruptcy Court

03/21/91

3010

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Case Number: 89-13383

Joseph Rogers, 023-48-7115

DISCHARGE ORDER

It appearing that the person(s) named above has filed a petition commencing a case under title 11, United States code, that an order for relief was entered under Chapter 7 and that no complaint objecting to the discharge of the debtor(s) was filed within the time fixed by the Court [or that a complaint objecting to discharge of the debtor(s) was filed, and after due notice and hearing, was not sustained] it is ordered that:

1. The above named debtor(s) is released from all dischargeable debts.
2. Any judgment heretofore or hereafter obtained in any court other than this court is null and void as a determination of the personal liability of the debtor with respect to any of the following
 - a. debts dischargeable under 11 U.S.C. section 523:
 - b. unless heretofore or hereafter determined by order of this court to be non-dischargeable, debts alleged to be excepted from discharge under clauses (2), (4) and (6) of 11 U.S.C. section 523(a);
 - c. debts determined by this court to be discharged under 11 U.S.C. section 523(d).
3. All creditors whose debts are discharged by this order and all creditors whose judgments are declared null and void by paragraph 2 above, are enjoined from commencing, continuing or employing any action, process, or act to collect, recover, or offset any such debt as a personal liability of the debtor, or from property of the debtor, whether or not discharge of such debt is waived.

The Honorable James N. Gabriel
Bankruptcy Judge

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UNITED STATES TRUSTEE
Districts of ME, MA, NH, and ...

In Re:

NO. 89-13383-JNG

ROGERS, JOSEPH

JAN 11 2 19 1990

Debtor(s)

13.3
DISTRICT

CERTIFICATE OF APPOINTMENT OF INTERIM TRUSTEE

JEFFREY A. KITAEFF of NORTH ANDOVER, MASSACHUSETTS, is hereby appointed as Interim Trustee for the estate of the above-named debtor(s). The amount of the bond is covered by a blanket bond.

November 13, 1989

Dated

Virginia A. Greiman
Virginia A. Greiman
United States Trustee

INTERIM TRUSTEE'S ACCEPTANCE AND DECLARATION

The undersigned hereby accepts this appointment and the duties and responsibilities of the trust, and is obligated under the terms of the bond. The undersigned declares under penalty of perjury that (s)he is a disinterested person within the meaning of §101(13) of the Bankruptcy Code, is eligible and competent to perform the duties of a trustee, and agrees not to handle estate funds in any way that will create a conflict between personal interests and the interests of the estate.

Dated: 11/28/89

[Signature]
Interim Trustee (Signature)

TRUSTEE'S REPORT IN NO ASSET CASE

The above appointed Trustee respectfully reports that (s)he has neither received nor paid any monies on account of this estate, that diligent inquiry has been made into the existence of property of the estate and that there are no assets in the estate over and above the exemptions claimed by the debtor(s).

WHEREFORE, the Trustee requests that this report of no assets be approved.

Dated: DEC 12 1990

[Signature]
Trustee (Signature)

REVIEWED

United States Trustee

By: [Signature]

Dated: JAN 17 1991

ORDER DISCHARGING TRUSTEE AND CLOSING CASE

It is ordered that the Trustee be and hereby is discharged of this Trust, and that the case be and hereby is closed.

ENTERED: 4-1-91

JAMES W. GABRIEL

Bankruptcy Judge

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OFFICE OF UNITED STATES TRUSTEE
DISTRICT OF ME, MA, NH & RI

IN RE: Rogers, Joseph

NO. 89-13383-JNG

REPORT OF TRUSTEE TO UNITED STATES TRUSTEE
ON CLOSING OF NO-ASSET CASE

I. Assets: In the course of my duties including, but not limited to, the S. 341(a) Meeting and related investigations I have determined that Schedule B (and my amendments thereto) represent the full and complete inventory of the estate. Additional information re any asset issue:

None.

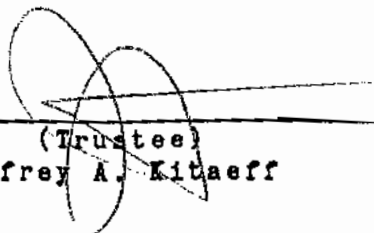
II. Review of Exempt Property: I have examined the debtor's scheduled exemptions and I have determined that such are lawfully claimed and allowable.

III. Abandonment of Property: (Strike out inapplicable paragraph)

There has been no property abandoned by the trustee in this case.

Further Comments:

Dated: DEC 12 1990


(Trustee)
Jeffrey A. Kitaeff

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89-13383

Chapter 7
Case No. 13383-JNG

TO THE HONORABLE JAMES N. GABRIEL CHIEF BANKRUPTCY JUDGE:

Garden Management Co., Inc. ("Garden") respectfully moves this Court to enter an order granting it relief from the automatic stay pursuant to the provisions of 11 U.S.C. §362(d) of the Bankruptcy Code (the "Code") or, alternatively, requiring the Debtor to provide Garden with adequate protection pursuant to Section 361 of the Code. In support of this Motion, Garden respectfully represents as follows:

- # DOCKETED

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Condominium Unit 10

4. On May 5, 1987, the Debtor executed an Adjustable Rate Note payable to The Dime Real Estate Services - Massachusetts, Inc. in the principal amount of \$90,400.00 (the "Unit 10 Note") and simultaneously granted the Dime Real Estate Services-Massachusetts, Inc. a valid and perfected first mortgage on the condominium Unit 10, 511 Beacon Street, Boston, Massachusetts ("Condominium Unit 10") to secure payment of the Unit 10 Note (the "Unit 10 Mortgage").

5. The Unit 10 Mortgage was duly perfected by being recorded at the Suffolk County Registry of Deeds in Book 13653, page 337.

6. On May 5, 1987, The Dime Real Estate Services - Massachusetts, Inc. assigned the Unit 10 Mortgage and Unit 10 Note to Dime Savings Bank of New York, FSB (the "Unit 10 Dime Assignment"). The Unit 10 Dime Assignment was perfected by being recorded at the Suffolk Registry of Deeds in Book 13653, Page 349.

7. On July 6, 1989, the Dime Savings Bank of New York, FSB assigned the Unit 10 Mortgage and Unit 10 Note to Garden. (the "Unit 10 Garden Assignment"). The Unit 10 Garden Assignment was perfected by being recorded at the Suffolk Registry of Deeds in Book 15755 Page 318. True and accurate copies of the Unit 10 Note, Unit 10 Mortgage, Unit 10 Dime Assignment and the Unit 10 Garden Assignment are attached as Exhibits "A", "B", "C" and "D".

8. The Debtor is in default of his obligations to Garden under the Unit 10 Note and the Unit 10 Mortgage for principal interest and other charges. The Debtor has failed to make any payments since July 1, 1988.

9. As of December 1, 1990, the Debtor owed \$125,135.40 under the Unit 10 Note, which sums consists of \$90,499.57 in principal balance and \$34,635.83 in interest. The Debtor also owes additional sums under the Unit 10 Note for real estate taxes, attorneys' fees and costs of collections. The balance due under the Unit 10 Note is increasing at the rate of approximately \$1,200.00 per month due to the accrual of interest.

10. In addition, according to the Debtor's bankruptcy schedules, creditors of the Debtor have liens on the property in the approximate amount of \$296,135.40 as indicated below.

Mortgages,
Attachments,
and Unpaid Real
Estate Taxes

	<u>Amount</u>	<u>Value of Property</u>
Garden (1st Mortgage)	\$125,135.40	
511 Beacon Street		
Realty Trust (2nd Mortgage) (1)	78,000.00	
Theodore Phillips		
(3rd Mortgage) (1)	75,000.00	
Unpaid Real Estate Taxes (1)	8,000.00	
Unpaid Fees to 511 Beacon		
Street Condominium Association (1)	<u>10,000.00</u>	
	\$296,135.40	<u>\$ 55,000.00</u>

¹ Listed as also secured-against other properties of the Debtor.

It is appropriate to consider these junior and senior liens when determining whether the Debtor has equity in the Property. In re Juq End in the Berkshire, Inc., 40 B.R. 892 (Bankr. D. Mass. 1984); In re Cable House, 68 B.R. 309 (Bankr. S.D. Ohio 1986).

Condominium 12

11. On July 17, 1987, the Debtor executed an Adjustable Rate Note payable to The Dime Real Estate Services - Massachusetts, Inc. in the principal amount of \$88,000.00 (the "Unit 12 Note") and simultaneously granted the Dime Real Estate Services-Massachusetts, Inc. a valid and perfected first mortgage on the Condominium Unit 12, 511 Beacon Street, Boston, Massachusetts ("Condominium Unit 12") to secure payment of the Unit 12 Note (the "Unit 12 Mortgage").

12. The Unit 12 Mortgage was duly perfected by being recorded at the Suffolk County Registry of Deeds in Book 13895, page 38.

13. On July 17, 1987, The Dime Real Estate Services - Massachusetts, Inc. assigned the Unit 12 Mortgage and Unit 12 Note to Dime Savings Bank of New York, FSB (the "Unit 12 Dime Assignment"). The Unit 12 Dime Assignment was perfected by being recorded at the Suffolk Registry of Deeds in Book 13895, Page 50.

14. On July 17, 1989, the Dime Savings Bank of New York, FSB assigned the Unit 12 Mortgage and Unit 12 Note to Garden. (the "Unit 12 Garden Assignment"). The Unit 12 Garden assignment was

perfected by being recorded at the Suffolk Registry of Deeds in Book 15755, Page 306. True and accurate copies of the Unit 12 Note, Unit 12 Mortgage, Unit 12 Dime Assignment and Unit 12 Garden Assignment are attached as Exhibits "E", "F", "G" and "H".

15. The Debtor is in default of his obligations to Dime under the Unit 12 Note and the Unit 12 Mortgage for principal interest and other charges. The Debtor has failed to make any payments since May 1, 1988.

16. As of December 1, 1990, the Debtor owed \$111,671.87 under the Unit 12 Note, which sums consists of \$87,895.78 in principal balance and \$23,776.09 in interest. The Debtor also owes additional sums under the Unit 12 Note for real estate taxes, attorneys' fees and costs of collections. The balance due under the Unit 12 Note is increasing at the rate of approximately \$750.00 per month due to the accrual of interest.

17. In addition, according to the Debtor's bankruptcy schedules, creditors of the Debtor have liens on the property in the approximate amount of \$282,671.87 as indicated below.

Mortgages,
Attachments,
and Unpaid Real
Estate Taxes

	<u>Amount</u>	<u>Value of Property</u>
Dime (1st Mortgage)	\$111,671.87	
511 Beacon Street		
Realty Trust (2nd Mortgage)	78,000.00	
Theodore Phillips (1)		
(3rd Mortgage)	75,000.00	
Unpaid Real Estate Taxes (1)	8,000.00	
Unpaid Fees to 511 Beacon (1)		
Street Condominium Association (1)	<u>10,000.00</u>	
	\$282,671.87	\$ 45,000.00

It is appropriate to consider these junior and senior liens when determining whether the Debtor has equity in the Property. In re Jug End in the Berkshire, Inc., 40 B.R. 892 (Bankr. D. Mass. 1984); In re Cable House, 68 B.R. 309 (Bankr. S.D. Ohio 1986).

GROUND FOR VACATING THE AUTOMATIC STAY

A. THE DEBTOR HAS NO EQUITY IN THE PROPERTIES AND THE PROPERTIES ARE NOT NECESSARY AN EFFECTIVE REORGANIZATION

(1) The Debtor has no equity in the Properties.

18. Garden has obtained a recent Broker Price Opinion which listed Condominium Unit 10 as having a fair market value of \$55,000.00 and Condominium Unit 12 as having a fair market value of \$45,000.00. This is less than the liens and attachments against Condominiums Unit 10 and Unit 12. Therefore, the Debtor has no equity in either of the Properties.

(2) The Properties are not necessary to an effective reorganization.

19. The Properties are not necessary to an effective reorganization. There is no prospect of reorganization because this case is a Chapter 7 proceeding.

B. GARDEN LACKS ADEQUATE PROTECTION OF ITS INTEREST IN THE PROPERTIES DUE TO THE LOSS OF THE VALUE OF THE PROPERTIES

20. The value of the Properties are declining due to the poor market for condominiums in Boston, Massachusetts. In

addition, the Properties will further decline in the value if they are not properly maintained or completed and are otherwise subject to deterioration and depreciation. The loss of value of the Properties deprives Garden of adequate protection.

WHEREFORE, Garden respectfully requests that this Court enter an Order:

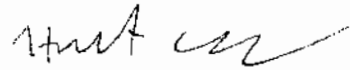
1. Terminating the automatic stay to permit Garden and its predecessors and successors in interest to exercise their rights under the Unit 10 Note and Unit 10 Mortgage, and also the Unit 12 Note and the Unit 12 Mortgage, including but not limited to, foreclosing the said mortgage on the Properties according to applicable state law, or alternatively;

2. Compelling the Debtor to provide adequate protection to Garden including but not limited to immediate payment of any and all outstanding real estate taxes and payments due under the Unit 10 Note and the Unit 12 Note, in order to protect Garden's interest in the Properties; and

3. For such other relief as is just and proper.

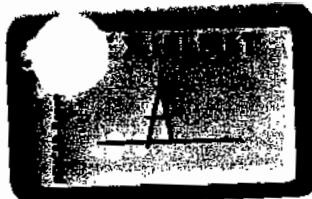
Garden Management Co. Inc.,

By its counsel,



Herbert Weinberg, Esq.
FRIEDMAN & ATHERTON
28 State Street
Boston, MA 02109
(617) 227-5540
(BMA #03353)

DATED: December 13, 1990



610374

ADJUSTABLE RATE NOTE

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT, WITH LIMITATIONS, AND ALLOWS FOR INCREASES IN THE PRINCIPAL AMOUNT TO BE REPAYED (Negative Amortization).

Loan No. 610374-1

May 5, 19 87, Boston, Massachusetts
[City] [State]
Unit 10, 511 Beacon Street, Boston, Massachusetts
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 90,400.00 plus any increased amounts added in accordance with Section 4(C) of this Note (the total amount is called "principal") plus interest, to the order of the Lender. The Lender is **The Dime Real Estate Services—Massachusetts, Inc.**, a New York corporation having its office at 144 Merrimack St., Lowell, Massachusetts 01852. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST**(A) Interest Rate**

I will be charged interest on the unpaid principal from the date of this Note until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.50 %. The interest rate I will pay may change.

(B) Interest Change Dates

The interest rate I will pay may change on the first day of December, 19 87, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Change Date." The new rate of interest will become effective on each Interest Change Date. The interest rate I will pay will change in accordance with Section 4 of this Note.

(C) The Index

Beginning with the first Interest Change Date, my interest rate will be based on an Index. The "Index" is: (Check only one box).

☒ 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.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first (1st) through sixth (6th) Interest Change Date (both inclusive) will not be greater than 9.50 %. Thereafter, my interest rate will never be increased on any single Interest Change Date by more than N/A percentage points (N/A %). My interest rate will never be greater than 14.90 % (A blank space or "N/A" means there is no limit on any increase in the interest rate I must pay).

3. PAYMENTS**(A) Time and Place of Payments**

Except when this Note is dated the first day of a month, I will make a payment of interest only from the date hereof to the first day of the following month.

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 July 1, 19 87. 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 June 1, 2017, 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.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 632.09. This amount may change.

(C) Payment Change Dates

My monthly payment may change in accordance with Section 4 of this Note beginning on the first day of July 1, 19 87, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment will also change at any time Section 4(B) or 4(D) below requires me to change the Full Payment Amount.

I will pay the amount of my new monthly payment each month beginning on each Payment Change Date or as provided in Section 4(B) or 4(D) below.

(D) Limits on Monthly Payment Changes

Each increase or decrease in my monthly payment will be limited to an amount equal to 7.50 % of my monthly payment due the month preceding the Payment Change Date unless Section 4(B) or 4(D) below requires me to pay a different amount.

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4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Calculation of Changes

On each Interest Change Date which is not followed by a Payment Change Date, the Note Holder will calculate my new interest rate by adding 3.25 percentage points (3.25 %) to the most recent Index figure that was made available as of that Interest Change Date (Index + percentage points) and then round the result of this addition to the nearest one eighth of one percentage point (0.125%). Subject to the limits, if any, stated in Section 2(D) above, the rounded amount will be my new interest rate until the next Interest Change Date.

For each Interest Change Date preceding a Payment Change Date or a change in the monthly payment required by Section 4(B) or 4(D) below, the most recent Index figure that was made available as of the date 45 days before that Interest Change Date will be used to calculate my new interest rate as described above.

As of each Interest Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid principal in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation is called the "Full Payment Amount."

(B) Required Full Payment Amount

On the fifth (5th) Payment Change Date and on each succeeding fifth (5th) Payment Change Date thereafter, I will begin paying the Full Payment Amount as my monthly payment until my monthly payment changes again. I will also begin paying the Full Payment Amount as my monthly payment on the final Payment Change Date and on the first day of each month thereafter to the maturity date, and as provided in Section 4(D) below.

(C) Additions to My Unpaid Principal (Negative Amortization)

The amount of my monthly payment could be less than the amount of the interest portion of the Full Payment Amount after each Interest Change Date. If so, each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid principal. The Note Holder will also add interest on the amount of this difference to my unpaid principal each month. The interest rate on the interest added to principal will be the rate required by Section 4(A) above.

(D) Limit On My Unpaid Principal; Increased Monthly Payments

My unpaid principal can never exceed a maximum amount equal to one hundred ten percent (110%) of the principal amount I originally borrowed. If the addition of unpaid interest to principal as provided in Section 4(C) above would cause my principal balance to exceed that maximum amount at any time, I must immediately begin paying the Full Payment Amount as my monthly payment amount.

(E) Notice of Changes

The Note Holder will mail or deliver to me a notice of a change in the amount of my monthly payment before the effective date of each such payment 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.

5. BORROWER'S RIGHT TO PREPAY

(a) I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

(b) I may make a full or partial prepayment, provided I have given the Note Holder thirty (30) days written notice of my intention to prepay and, in the case of a full prepayment, pay the amount(s) indicated in paragraph 5(c) as consideration for the loss of earnings to the Note Holder. If prepayment advice is given after notice of adjustment indicated in Paragraph 4, penalty shall not apply for ninety (90) days after date of notice of adjustment. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates of my monthly payments unless the Note Holder agrees in writing to those delays. My partial prepayment will reduce the amount of my monthly payments only after the first scheduled change in the amount of my monthly payments following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

(c) If I make a full prepayment in the first year of my loan, I will pay a penalty equal to the balance of the first year's interest or three months' interest, whichever is less. If I make a full prepayment in the first three years of my loan for the purpose of refinancing my loan with another lender, I will pay an additional penalty equal to the three months' interest.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payment

If the Note Holder has not received the full amount of any of my monthly payments by the end of fifteen (15) calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 3.00 % of my total overdue payment of principal, interest and tax and insurance escrow. I will pay this late charge only once on any late payment.

(B) Default

If I do not pay the full amount of each monthly payment within 30 days after it is due, I will be in default. If I am in default, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. If the Note Holder requires me to pay immediately in full, I will pay interest on the unpaid principal at the yearly rate of twenty-four percent after default.

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above the Note Holder will still have the right to do so if I am in default at a later time.

(C) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all its costs and expenses to enforce this Note to the extent not prohibited by applicable law. Those expenses may include, for example, reasonable attorney's fees.

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7. GIVING OF NOTICE

Any notice that must be given to me under this Note will be given by delivering it or by mailing it addressed to me at the Property Address stated above. A notice will be delivered or mailed to me at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it to the Note Holder under the address stated in Section 3(A) above. A notice will be mailed to the Note Holder at a different address if I am given a notice of this different address.

8. LOAN CHARGES

It could be that this loan 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 this loan would exceed permitted limits. If this is the case, 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 me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts under this Note.

11. THIS NOTE SECURED BY A MORTGAGE

In addition to the protection given to the Note Holder under this Note, a Mortgage, dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. The terms of that Mortgage are made a part of this Note.

12. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

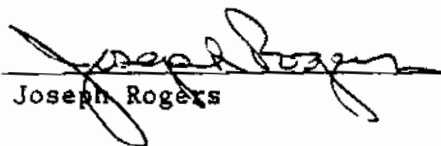
The Note Holder will not require immediate payment in full if all or any part of the Property, or if any right in the Property is sold, transferred or assigned without the Note Holder's prior written consent. Any provision contained in this Note or the Mortgage which gives the Note Holder that right, will not be effective.

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

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

Witnesses:




Joseph Rogers Borrower

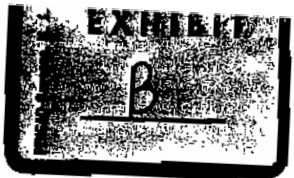
Borrower

Borrower

Borrower

MORTGAGE

13653 337



THIS MORTGAGE is made this 5th day of May 1987, between the Mortgagor, Joseph Rogers (herein "Borrower"), and the Mortgagee, Dime Real Estate Services - Massachusetts, Inc., a corporation organized and existing under the laws of New York, whose address is 138 River Road, Andover, Massachusetts, 01810 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Ninety Thousand Four Hundred and no/100 (\$90,400.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 5, 1987 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2017;

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Suffolk, State of Massachusetts:

See Exhibit A attached hereto and made a part hereof.

RECORDED
MAY 6 4 05 PM '87
OFFICE
SUFFOLK COUNTY ATTORNEY

Loan # 610374-1

which has the address of Unit 10, 511 Beacon Street, Boston, Massachusetts 02115 (herein "Property Address");
(State and 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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

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 installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, 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 at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise 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 Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

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 such other hazards as Lender may require, and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

If Borrower fails to perform the covenants and agreements contained in the

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, 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 Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds 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 such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

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

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors. The covenants and agreements herein and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, contained in the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage 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 breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and Lender may invoke the STATUTORY POWER OF SALE and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the STATUTORY POWER OF SALE, Lender shall mail a copy of a notice of sale to Borrower, and to any other person required by applicable law, in the manner provided by applicable law. Lender shall publish the notice of

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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 foreclose 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, easements, 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 of 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 or 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.


Joseph Rogers - BORROWER

BORROWER

ADJUSTABLE RATE RIDER TO THE MORTGAGE

THE NOTE CONTAINS PROVISIONS FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT AND ALLOWS FOR INCREASES IN THE PRINCIPAL AMOUNT TO BE REPAYED (Negative Amortization).

This Rider is dated May 5, 19 87 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

Unit 10, 511 Beacon Street, Boston, Massachusetts
(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:

2. INTEREST

(A) Interest Rate

I will be charged interest on the unpaid principal from the date of this Note until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.50 %. The interest rate I will pay may change.

(B) Interest Change Dates

The interest rate I will pay may change on the first day of December, 19 87, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Change Date." The new rate of interest will become effective on each Interest Change Date. The interest rate I will pay will change in accordance with Section 4. of this Note.

(C) The Index

Beginning with the first Interest Change Date, my interest rate will be based on an Index. The "Index" is: (Check only one box).

- ☒ 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.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Interest Change Date will not be greater than 9.50 %. Thereafter, my interest rate will never be increased on any single Interest Change Date by more than N/A percentage points (N/A %). My interest rate will never be greater than 14.90 %. (A blank space or "N/A" means there is no limit on any increase in the interest rate I must pay).

3. PAYMENTS

(A) Time and Place of Payments

Except when this Note is dated the first day of a month, I will make a payment of interest only from the date hereof to the first day of the following month.

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 July 1, 19 87. 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 June 1, 20 17, 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.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 632.09. This amount may change.

(C) Payment Change Dates

My monthly payment may change in accordance with Section 4 of this Note beginning on the first day of July 1, 19 87, and on that day every 60th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment will also change at any time Section 4(B) or 4(D) below requires me to pay the Full Payment Amount.

I will pay the amount of my new monthly payment each month beginning on each Payment Change Date or as provided in Section 4(B) or 4(D) below.

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4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

13003 347

(A) Calculation of Changes

On each Interest Change Date which is not followed by a Payment Change Date, the Note Holder will calculate my new interest rate by adding 3.25 percentage points (3.25 %) to the most recent Index figure that was made available as of that Interest Change Date (Index + percentage points) and then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits, if any, stated in Section 2(D) above, the rounded amount will be my new interest rate until the next Interest Change Date.

For each Interest Change Date preceding a Payment Change Date or a change in the monthly payment required by Section 4(B) or 4(D) below, the most recent Index figure that was made available as of the date 45 days before that Interest Change Date will be used to calculate my new interest rate as described above.

As of each Interest Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid principal in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation is called the "Full Payment Amount."

(B) Required Full Payment Amount

On the first Payment Change Date and on each succeeding Payment Change Date thereafter, I will begin paying the Full Payment Amount as my monthly payment until my monthly payment changes again. I will also begin paying the Full Payment Amount as my monthly payment on the final Payment Change Date and on the first day of each month thereafter to the maturity date, and as provided in Section 4(D) below.

(C) Additions to My Unpaid Principal (Negative Amortization)

The amount of my monthly payment could be less than the amount of the interest portion of the Full Payment Amount after each Interest Change Date. If so, each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid principal. The Note Holder will also add interest on the amount of this difference to my unpaid principal each month. The interest rate on the interest added to principal will be the rate required by Section 4(A) above.

(D) Limit On My Unpaid Principal; Increased Monthly Payments

My unpaid principal can never exceed a maximum amount equal to one hundred ten percent (110%) of the principal amount I originally borrowed. If the addition of unpaid interest to principal as provided in Section 4(C) above would cause my principal balance to exceed that maximum amount at any time, I must immediately begin paying the Full Payment Amount as my monthly payment amount.

(E) Notice of Changes

The Note Holder will mail or deliver to me a notice of a change in the amount of my monthly payment before the effective date of each such payment 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.

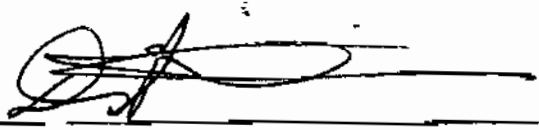
II. SALE OR TRANSFER OF PROPERTY

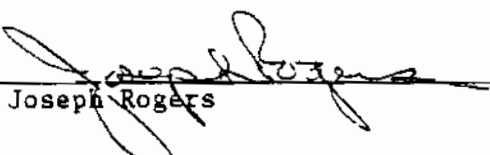
The Lender will not require immediate payment in full if all or any part of the Property, or if any right in the Property is sold or transferred without Lender's prior written permission. Any provision contained in the Mortgage which gives Lender that right, will not be effective.

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.




Joseph Rogers Borrower

Borrower

Borrower

Borrower

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CONDOMINIUM RIDER 13653 348

THIS CONDOMINIUM RIDER is made this 5th day of May, 1987, and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or Deed to Secure Debt (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to Dima Real Estate Services, Massachusetts, Inc. (herein "Lender") and covering the Property described in the Security Instrument located at: Unit 10, 511 Beacon Street, Boston, Massachusetts (Property Address)

The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as 511 Beacon Street Condominium (Name of Condominium Project) (herein "Condominium Project"). If the Owners Association or other governing body of the Condominium Project (herein "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property shall also be comprised of Borrower's interest in the Owners Association and the proceeds of such interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Assessments. Borrower shall promptly pay, when due, all assessments imposed by the Owners Association pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent documents of the Condominium Project.

B. Hazard Insurance. So long as the Owners Association maintains a "master" or "blanket" policy, which is satisfactory in form to Lender, with a generally accepted insurance carrier on the Condominium Project and which provides insurance coverage in such amounts, for such periods, and against such hazards as Lender may require, including fire and hazards included within the term "extended coverage", then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in such required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument in the manner provided under Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the declaration, by-laws or code of regulations Owners Association, or equivalent constituent documents of the Condominium Project (herein "Constituent Document") for the express benefit of Lender; which is

(iii) termination of professional management and assumption of self-management of the Condominium Project Owners Association; or Project

(iv) any action which would have the effect of rendering the public liability insurance coverage provided by the Owners Association unacceptable to Lender.

F. Notice to Lender. In addition to notices required to be given Lender by the terms of the Security Instrument, Borrower shall promptly give notice to Lender of any material amendment to any provision of the Constituent Document and also of any amendment to a material provision thereof. Examples of material provisions include, but are not limited to those which provide for, govern or regulate: voting or percentage interests of the unit owners in the Condominium Project assessments, assessment liens or subordination of such liens; the boundaries of any unit or the exclusive easement appertaining thereto; or reserves for maintenance, repair and replacement of the common elements.

G. Remedies. If Borrower breaches Borrower's covenants and agreements hereunder, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the Security Instrument including, but not limited to, those provided under Uniform Covenant 7.

IN WITNESS WHEREOF, Borrower has executed this Condominium Rider.

Joseph Rogers

Bor

THE **DIME** REAL ESTATE SERVICES
MASSACHUSETTS, INC.

ASSIGNMENT OF MORTGAGE

610374

KNOW ALL MEN BY THESE PRESENTS,

THAT THE DIME REAL ESTATE SERVICES-- MASSACHUSETTS, INC., a corporation organized and existing under the laws of the State of New York, having its principal office and place of business at 144 Merrimack Street, Lowell, Massachusetts 01852 (Assignor) in consideration of the sum of One (\$1.00) Dollar lawful money of the United States, to it in hand paid by THE DIME SAVINGS BANK OF NEW YORK, FSB, a Corporation organized under the laws of the United States of America and having its principal office and place of business at 9 DeKalb Avenue, Brooklyn, New York ("Assignee") at or before the ensembling and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, assigned, transferred, and set over, and by these presents does grant, bargain, sell, assign, transfer, and set over unto the said Assignee a certain indenture of Mortgage, made and executed by

Joseph Rogers

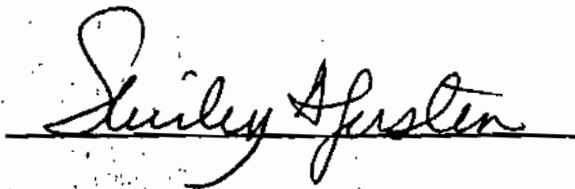
in favor of THE DIME REAL ESTATE SERVICES-MASSACHUSETTS, INC bearing date the 5th day of May, in the year nineteen hundred and eighty seven and recorded with Suffolk County Registry of Deeds to which reference may be had for a more particular description of said mortgage and of the land therein described, together with the debt, note, and obligation therein described, and the money due or to become due thereon with the interest

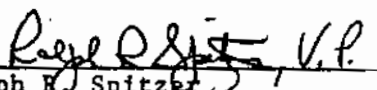
TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns forever, subject only to the proviso in said Indenture of Mortgage mentioned: And Assignor does hereby make, constitute, and appoint the said Assignee, its true and lawful attorney, irrevocable in its name or otherwise, but at its proper cost and charges, to have use and take all lawful ways and means for the recovery of the said money and interest; and in case of payment, to discharge the same as fully as as it might or could do if these presents were not made.

IN WITNESS WHEREOF, the Assignor has duly executed this instrument this 5th day of May in the year of our Lord one thousand nine hundred and eighty seven

Signed and Delivered
in presence of

THE DIME REAL ESTATE SERVICES-
MASSACHUSETTS, INC.



By  V.P.
Ralph R. Spitzer
Its Vice President and Assistant Treasurer

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF Suffolk) ss

On this 5th day of May, 1987, before me personally appeared Ralph R. Spitzer, Vice President and Assistant Treasurer of The Dime Real Estate Services-MASSACHUSETTS, Inc. a New York corporation, Signer and Sealer of the foregoing Instrument, and acknowledged the same to be the free act and deed of said Corporation before me.

ADJUSTABLE RATE NOTE

610374

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT, WITH LIMITATIONS, AND ALLOWS FOR INCREASES IN THE PRINCIPAL AMOUNT TO BE REPAYED (Negative Amortization).

Loan No. 610374-1

May 5, 19 87, Boston, Massachusetts
(City) (State)
Unit 10, 511 Beacon Street, Boston, Massachusetts
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 90,400.00 plus any increased amounts added in accordance with Section 4(C) of this Note (the total amount is called "principal") plus interest, to the order of the Lender. The Lender is **The Dime Real Estate Services—Massachusetts, Inc.**, a New York corporation having its office at 144 Merrimack St., Lowell, Massachusetts 01852. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

(A) Interest Rate

I will be charged interest on the unpaid principal from the date of this Note until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.50 %. The interest rate I will pay may change.

(B) Interest Change Dates

The interest rate I will pay may change on the first day of December, 19 87, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Change Date." The new rate of interest will become effective on each Interest Change Date. The interest rate I will pay will change in accordance with Section 4 of this Note.

(C) The Index

Beginning with the first Interest Change Date, my interest rate will be based on an Index. The "Index" is: (Check only one box).

- ☒ 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.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first (1st) through sixth (6th) Interest Change Date (both inclusive) will not be greater than 9.50 %. Thereafter, my interest rate will never be increased on any single Interest Change Date by more than N/A percentage points (N/A %). My interest rate will never be greater than 14.90 %. (A blank space or "N/A" means there is no limit on any increase in the interest rate I must pay).

3. PAYMENTS

(A) Time and Place of Payments

Except when this Note is dated the first day of a month, I will make a payment of interest only from the date hereof to the first day of the following month.

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 July 1, 19 87. 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 June 1, 2017, 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.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 632.09. This amount may change.

(C) Payment Change Dates

My monthly payment may change in accordance with Section 4 of this Note beginning on the first day of July 1, 19 87, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment will also change at any time Section 4(B) or 4(D) below requires me to pay the Full Payment Amount.

I will pay the amount of my new monthly payment each month beginning on each Payment Change Date or as provided in Section 4(B) or 4(D) below.

(D) Limits on Monthly Payment Changes

Each increase or decrease in my monthly payment will be limited to an amount equal to 7.50 % of my month payment due the month preceding the Payment Change Date unless Section 4(B) or 4(D) below requires me to pay a different amount.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Calculation of Changes

On each Interest Change Date which is not followed by a Payment Change Date, the Note Holder will calculate my new interest rate by adding 3.25 percentage points (3.25 %) to the most recent Index figure that was made available as of that Interest Change Date (Index + percentage points) and then round the result of this addition to the nearest one eighth of one percentage point (0.125%). Subject to the limits, if any, stated in Section 2(D) above, the rounded amount will be my new interest rate until the next Interest Change Date.

For each Interest Change Date preceding a Payment Change Date or a change in the monthly payment required by Section 4(B) or 4(D) below, the most recent Index figure that was made available as of the date 45 days before that Interest Change Date will be used to calculate my new interest rate as described above.

As of each Interest Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid principal in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation is called the "Full Payment Amount."

(B) Required Full Payment Amount

On the fifth (5th) Payment Change Date and on each succeeding fifth (5th) Payment Change Date thereafter, I will begin paying the Full Payment Amount as my monthly payment until my monthly payment changes again. I will also begin paying the Full Payment Amount as my monthly payment on the final Payment Change Date and on the first day of each month thereafter to the maturity date, and as provided in Section 4(D) below.

(C) Additions to My Unpaid Principal (Negative Amortization)

The amount of my monthly payment could be less than the amount of the interest portion of the Full Payment Amount after each Interest Change Date. If so, each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid principal. The Note Holder will also add interest on the amount of this difference to my unpaid principal each month. The interest rate on the interest added to principal will be the rate required by Section 4(A) above.

(D) Limit On My Unpaid Principal; Increased Monthly Payments

My unpaid principal can never exceed a maximum amount equal to one hundred ten percent (110%) of the principal amount I originally borrowed. If the addition of unpaid interest to principal as provided in Section 4(C) above would cause my principal balance to exceed that maximum amount at any time, I must immediately begin paying the Full Payment Amount as my monthly payment amount.

(E) Notice of Changes

The Note Holder will mail or deliver to me a notice of a change in the amount of my monthly payment before the effective date of each such payment 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.

5. BORROWER'S RIGHT TO PREPAY

(a) I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

(b) I may make a full or partial prepayment, provided I have given the Note Holder thirty (30) days written notice of my intention to prepay and, in the case of a full prepayment, pay the amount(s) indicated in paragraph 5(c) as consideration for the loss of earnings to the Note Holder. If prepayment advice is given after notice of adjustment indicated in Paragraph 4, penalty shall not apply for ninety (90) days after date of notice of adjustment. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates of my monthly payments unless the Note Holder agrees in writing to those delays. My partial prepayment will reduce the amount of my monthly payments only after the first scheduled change in the amount of my monthly payments following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

(c) If I make a full prepayment in the first year of my loan, I will pay a penalty equal to the balance of the first year's interest or three months' interest, whichever is less. If I make a full prepayment in the first three years of my loan for the purpose of refinancing my loan with another lender, I will pay an additional penalty equal to the three months' interest.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payment

If the Note Holder has not received the full amount of any of my monthly payments by the end of fifteen (15) calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 3.00 % of my total overdue payment of principal, interest and tax and insurance escrow. I will pay this late charge only once on any late payment.

(B) Default

If I do not pay the full amount of each monthly payment within 30 days after it is due, I will be in default. If I am in default, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. If the Note Holder requires me to pay immediately in full, I will pay interest on the unpaid principal at the yearly rate of twenty-four percent after default.

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(C) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all its costs and expenses to enforce this Note to the extent not prohibited by applicable law. Those expenses may include, for example, reasonable attorney's fees.

7. GIVING OF NOTICE

Any notice that must be given to me under this Note will be given by delivering it or by mailing it addressed to me at the Property Address stated above. A notice will be delivered or mailed to me at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it to the Note Holder under the address stated in Section 3(A) above. A notice will be mailed to the Note Holder at a different address if I am given a notice of this different address.

8. LOAN CHARGES

It could be that this loan 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 this loan would exceed permitted limits. If this is the case, 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 me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts under this Note.

11. THIS NOTE SECURED BY A MORTGAGE

In addition to the protection given to the Note Holder under this Note, a Mortgage, dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. The terms of that Mortgage are made a part of this Note.

12. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

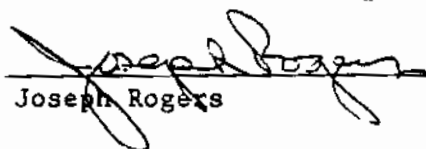
The Note Holder will not require immediate payment in full if all or any part of the Property, or if any right in the Property is sold, transferred or assigned without the Note Holder's prior written consent. Any provision contained in this Note or the Mortgage which gives the Note Holder that right, will not be effective.

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

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

Witnesses:




Joseph Rogers Borrower

Borrower

Borrower

Borrower

THE DIME REAL ESTATE SERVICES
13553 349 MASSACHUSETTS, INC.

Box 26

105

ASSIGNMENT OF MORTGAGE

SUFFOLK COUNTY OF DEEDS
REC'D ENTE. & EXAM. ATTEST

May 6 4 05 PM '87

KNOW ALL MEN BY THESE PRESENTS,

Paul J. Rogers
THAT THE DIME REAL ESTATE SERVICES-- MASSACHUSETTS, INC., a corporation organized and existing under the laws of the State of New York, having its principal office and place of business at 144 Merrimack Street, Lowell, Massachusetts 01852 (Assignor) in consideration of the sum of One (\$1.00) Dollar lawful money of the United States, to it in hand paid by THE DIME SAVINGS BANK OF NEW YORK FSB, a Corporation organized under the laws of the United States of America and having its principal office and place of business at 9 DeKalb Avenue, Brooklyn, New York ("Assignee") at or before the enrolling and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, assigned, transferred, and set over, and by these presents does grant, bargain, sell, assign, transfer, and set over unto the said Assignee a certain indenture of Mortgage, made and executed by

Joseph Rogers

in favor of THE DIME REAL ESTATE SERVICES--MASSACHUSETTS, INC bearing date the 5th day of May, in the year nineteen hundred and eighty seven and recorded with Suffolk County Registry of Deeds to which reference may be had for a more particular description of said mortgage and of the land therein described, together with the debt, note, and obligation therein described, and the money due or to become due thereon with the interest

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns forever, subject only to the proviso in said Indenture of Mortgage mentioned; And Assignor does hereby make, constitute, and appoint the said Assignee, its true and lawful attorney, irrevocable in its name or otherwise, but at its proper cost and charges, to have use and take all lawful ways and means for the recovery of the said money and interest; and in case of payment, to discharge the same as fully as as it might or could do if these presents were not made.

IN WITNESS WHEREOF, the Assignor has duly executed this instrument this 5th day of May in the year of our Lord one thousand nine hundred and eighty seven

Signed and Delivered
in presence of

THE DIME REAL ESTATE SERVICES--
MASSACHUSETTS, INC.

Shirley A. Gersten

By Ralph R. Spitzer, V.P.
Ralph R. Spitzer
Its Vice President and Assistant Treasurer

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF Suffolk) ss

On this 5th day of May, 1987, before me personally appeared Ralph R. Spitzer, Vice President and Assistant Treasurer of The Dime Real Estate Services--MASSACHUSETTS, Inc. a New York Corporation, Signer and Sealer of the foregoing Instrument, and acknowledged the same to be the free act and deed of said Corporation before me.

Form 9678 MA

Shirley A. Gersten
NOTARY PUBLIC
My commission expires: SHIRLEY A. GERSTEN
NOTARY PUBLIC
My Commission Expires September 12, 1991

64

15755 318 545

File . 66-54

Loan No. 610374-1

ASSIGNMENT OF MORTGAGE

THE DIME SAVINGS BANK OF NEW YORK, FSB, a corporation organized under the laws of the United States of America and having its principal office and place of business at 9 DeKalb Avenue, Brooklyn, New York ("Assignor"), holder of a mortgage to THE DIME REAL ESTATE SERVICES - MASSACHUSETTS, INC., a New York corporation, qualified to do business in the Commonwealth of Massachusetts, and having its principal office and place of business at 138 River Road, Andover, MA 01810 (the "Mortgage"),

dated May 5, 1987

recorded with Suffolk County Registry of Deeds
Book 13653 Page 337

Land Court Doc. No. _____

hereby assigns the Mortgage, and the note and claim secured thereby to GARDEN MANAGEMENT CO., INC., a corporation organized under the laws of the State of New York and having its principal office and place of business at 1225 Franklin Avenue, Garden City, New York 11530.

WITNESS the Assignor's hand and seal this 6th day of
July, 19 89.

Signed and delivered
in the presence of:

[Signature]
Aug 13 1989

The Dime Savings Bank of
New York, FSB

By *[Signature]*
Lee H. Kozol, Its Attorney
In Fact, hereunto duly
authorized.

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

On this 6th day of July, 19 89, before me appeared Lee H. Kozol, to me personally known, who being by me duly sworn did say that he is the agent of The Dime Savings Bank of New York, FSB and that he executed the foregoing Assignment of Mortgage on behalf of said corporation by authority of its Board of Directors, pursuant to a Resolution duly entered in the records of the corporation and recorded in the Suffolk County Registry of Deeds in the Commonwealth of Massachusetts, Book 15658, Page 183, and said Lee H. Kozol acknowledged said Assignment of Mortgage to be the free act and deed of said corporation.

[Signature]
Notary Public
My commission expires: 4/20/95

65 ✓

**SUFFOLK COUNTY
REGISTRY OF DEEDS**

8/15/89
3:35pm

File No. 66-54

Loan No. 610374-1

ASSIGNMENT OF MORTGAGE

THE DIME SAVINGS BANK OF NEW YORK, FSB, a corporation organized under the laws of the United States of America and having its principal office and place of business at 9 DeKalb Avenue, Brooklyn, New York ("Assignor"), holder of a mortgage to THE DIME REAL ESTATE SERVICES - MASSACHUSETTS, INC., a New York corporation, qualified to do business in the Commonwealth of Massachusetts, and having its principal office and place of business at 138 River Road, Andover, MA 01810 (the "Mortgage"),

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Book 13653 Page 337

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WITNESS the Assignor's hand and seal this 6th day of
July, 19 89.

Signed and delivered
in the presence of:

[Signature]

The Dime Savings Bank of
New York, FSB

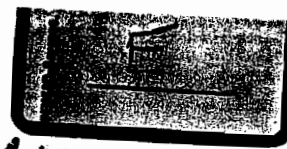
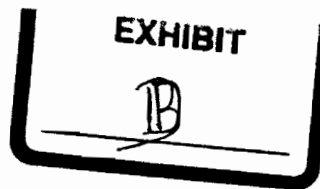
By [Signature]
Lee H. Kozol, Its Attorney
In Fact, hereunto duly
authorized.

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

On this 6th day of July, 19 89, before me appeared Lee H. Kozol, to me personally known, who being by me duly sworn did say that he is the agent of The Dime Savings Bank of New York, FSB and that he executed the foregoing Assignment of Mortgage on behalf of said corporation by authority of its Board of Directors, pursuant to a Resolution duly entered in the records of the corporation and recorded in the Suffolk County Registry of Deeds in the Commonwealth of Massachusetts, Book 15658, Page 183, and said Lee H. Kozol acknowledged said Assignment of Mortgage to be the free act and deed of said corporation.

[Signature]
Notary Public
My commission expires: 4/20/95



614482

ADJUSTABLE RATE NOTE

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT, WITH LIMITATIONS, AND ALLOWS FOR INCREASES IN THE PRINCIPAL AMOUNT TO BE REPAYED (Negative Amortization).

Loan No. _____

July 17, 19 87

[City]

BRAINTREE, MA 02184

[State]

511 BEACON STREET CONDOMINIUM, UNIT 12, 511 BEACON STREET, BOSTON
MA 02112

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 88000.00 plus any increased amounts added in accordance with Section 4(C) of this Note (the total amount is called "principal") plus interest, to the order of the Lender. The Lender is **The Dime Real Estate Services—Massachusetts, Inc.**, a New York corporation having its office at 144 Merrimack St., Lowell, Massachusetts 01852. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

(A) Interest Rate

I will be charged interest on the unpaid principal from the date of this Note until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.000 %. The interest rate I will pay may change.

(B) Interest Change Dates

The interest rate I will pay may change on the first day of February, 19 88, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Change Date." The new rate of interest will become effective on each Interest Change Date. The interest rate I will pay will change in accordance with Section 4 of this Note.

(C) The Index

Beginning with the first Interest Change Date, my interest rate will be based on an Index. The "Index" is: (Check only one box).

☒ XX

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.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first (1st) through sixth (6th) Interest Change Date (both inclusive) will not be greater than 10.000 %. Thereafter, my interest rate will never be increased on any single Interest Change Date by more than 2.000 percentage points (2.000 %). My interest rate will never be greater than 13.875 %. (A blank space or "N/A" means there is no limit on any increase in the interest rate I must pay).

3. PAYMENTS

(A) Time and Place of Payments

Except when this Note is dated the first day of a month, I will make a payment of interest only from the date hereof to the first day of the following month.

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 September 1, 19 87. 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 August 1, 20 17, 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.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 645.71. This amount may change.

(C) Payment Change Dates

My monthly payment may change in accordance with Section 4 of this Note beginning on the first day of September, 19 88, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment will also change at any time Section 4(B) or 4(D) below requires me to pay the Full Payment Amount.

I will pay the amount of my new monthly payment each month beginning on each Payment Change Date or as provided in Section 4(B) or 4(D) below.

(D) Limits on Monthly Payment Changes

Each increase or decrease in my monthly payment will be limited to an amount equal to 7.500 % of my monthly payment due the month preceding the Payment Change Date unless Section 4(B) or 4(D) below requires me to pay a different amount.

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4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Calculation of Changes

On each Interest Change Date which is not followed by a Payment Change Date, the Note Holder will calculate my new interest rate by adding 3.00 percentage points (3.00 %) to the most recent Index figure that was made available as of that Interest Change Date (Index + percentage points) and then round the result of this addition to the nearest one eighth of one percentage point (0.125 %). Subject to the limits, if any, stated in Section 2(D) above, the rounded amount will be my new interest rate until the next Interest Change Date.

For each Interest Change Date preceding a Payment Change Date or a change in the monthly payment required by Section 4(B) or 4(D) below, the most recent Index figure that was made available as of the date 45 days before that Interest Change Date will be used to calculate my new interest rate as described above.

As of each Interest Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid principal in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation is called the "Full Payment Amount."

(B) Required Full Payment Amount

On the fifth (5th) Payment Change Date and on each succeeding fifth (5th) Payment Change Date thereafter, I will begin paying the Full Payment Amount as my monthly payment until my monthly payment changes again. I will also begin paying the Full Payment Amount as my monthly payment on the final Payment Change Date and on the first day of each month thereafter to the maturity date, and as provided in Section 4(D) below.

(C) Additions to My Unpaid Principal (Negative Amortization)

The amount of my monthly payment could be less than the amount of the interest portion of the Full Payment Amount after each Interest Change Date. If so, each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid principal. The Note Holder will also add interest on the amount of this difference to my unpaid principal each month. The interest rate on the interest added to principal will be the rate required by Section 4(A) above.

(D) Limit On My Unpaid Principal; Increased Monthly Payments

My unpaid principal can never exceed a maximum amount equal to one hundred ten percent (110%) of the principal amount I originally borrowed. If the addition of unpaid interest to principal as provided in Section 4(C) above would cause my principal balance to exceed that maximum amount at any time, I must immediately begin paying the Full Payment Amount as my monthly payment amount.

(E) Notice of Changes

The Note Holder will mail or deliver to me a notice of a change in the amount of my monthly payment before the effective date of each such payment 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.

5. BORROWER'S RIGHT TO PREPAY

(a) I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

(b) I may make a full or partial prepayment, provided I have given the Note Holder thirty (30) days written notice of my intention to prepay and, in the case of a full prepayment, pay the amount(s) indicated in paragraph 5(c) as consideration for the loss of earnings to the Note Holder. If prepayment advice is given after notice of adjustment indicated in Paragraph 4, penalty shall not apply for ninety (90) days after date of notice of adjustment. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates of my monthly payments unless the Note Holder agrees in writing to those delays. My partial prepayment will reduce the amount of my monthly payments only after the first scheduled change in the amount of my monthly payments following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

(c) If I make a full prepayment in the first year of my loan, I will pay a penalty equal to the balance of the first year's interest or three months' interest, whichever is less. If I make a full prepayment in the first three years of my loan for the purpose of refinancing my loan with another lender, I will pay an additional penalty equal to the three months' interest.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payment

If the Note Holder has not received the full amount of any of my monthly payments by the end of fifteen (15) calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 3.000 % of my total overdue payment of principal, interest and tax and insurance escrow. I will pay this late charge only once on any late payment.

(B) Default

If I do not pay the full amount of each monthly payment within 30 days after it is due, I will be in default. If I am in default, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. If the Note Holder requires me to pay immediately in full, I will pay interest on the unpaid principal at the yearly rate of twenty-four percent after default.

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(C) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all its costs and expenses to enforce this Note to the extent not prohibited by applicable law. Those expenses may include, for example, reasonable attorney's fees.

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614482

7. GIVING OF NOTICE

Any notice that must be given to me under this Note will be given by delivering it or by mailing it addressed to me at the Property Address stated above. A notice will be delivered or mailed to me at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it to the Note Holder under the address stated in Section 3(A) above. A notice will be mailed to the Note Holder at a different address if I am given a notice of this different address.

8. LOAN CHARGES

It could be that this loan 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 this loan would exceed permitted limits. If this is the case, 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 me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts under this Note.

11. THIS NOTE SECURED BY A MORTGAGE

In addition to the protection given to the Note Holder under this Note, a Mortgage, dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. The terms of that Mortgage are made a part of this Note.

12. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

The Note Holder will not require immediate payment in full if all or any part of the Property, or if any right in the Property is sold, transferred or assigned without the Note Holder's prior written consent. Any provision contained in this Note or the Mortgage which gives the Note Holder that right, will not be effective.

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

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

Witnesses:

John G. Ledy

Joseph Rogers
JOSEPH ROGERS

Born

Born

Born

Born

13895 038

SUFFOLK REC'D
REC'D ENCL. 11/11/81

JUL 17 2 13 PM '87

[Space Above This Line For Recording Data]

RECEIVED

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 17, 1987.

The mortgagor is JOSEPH ROGERS,

("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 EIGHT THOUSAND AND 00/100

Dollars (U.S. \$ 88000.00). 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 August 1, 2017

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

SUFFOLK

County, Massachusetts

See Attached Exhibit "A"

Unit 12, 511 BEACON STREET,

which has the address of

[Street]

BOSTON,

[City]

Massachusetts

02112
[Zip Code]

("Property Address"):

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.

ALAN H. SEGAL, Esquire

MASSACHUSETTS--FNMA/FHLMC UNIFORM INSTRUMENT
Braintree, Mass. 02184

Form 3022 12/83

70

13895 039

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 this 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 a 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 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 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 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.

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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 judgement 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 attorney's 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.

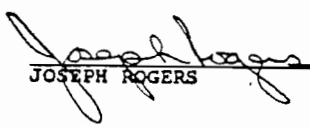
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of dower 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) Rider to Mortgage

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.


JOSEPH ROGERS

(See)
-Borrower

(See)
-Borrower

[Space Below This Line for Acknowledgement]

COMMONWEALTH OF MASSACHUSETTS,

NORFOLK

County of:

On this 17th day of July, 1987
JOSEPH ROGERS

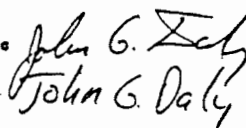
before me personally appeared

acknowledged the foregoing to be his/her/their free act and deed.

My commission expires:

April 20, 1990

Notary Public


John G. Daly

[Space Below This Line Reserved For Lender and Recorder]

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 17th day of July, 1987, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

THE DIME REAL ESTATE SERVICES MASSACHUSETTS, INC.

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

511 BEACON STREET, BOSTON, MA 02112. UNIT #12

(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

511 BEACON STREET CONDOMINIUM

(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law, in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self management of the Owners Association,

or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

JOSEPH ROGERS

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Sign Original Only)

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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

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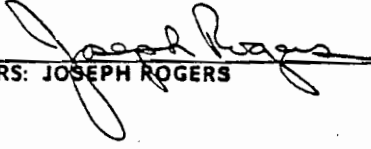
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42. CHANGING THIS MORTGAGE.

Except as described in Paragraph 43, this Mortgage may be changed 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 Note, or, if any other event, if the Note Holder in writing so elects, the premises 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.


BORROWERS: JOSEPH ROGERS

ADJUSTABLE RATE RIDER TO THE MORTGAGE

THE NOTE CONTAINS PROVISIONS FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT AND ALLOWS FOR INCREASES IN THE PRINCIPAL AMOUNT TO BE REPAYED (Negative Amortization).

This Rider is dated July 17, 19 87 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 511 BEACON STREET CONDOMINIUM, UNIT 12, 511 BEACON STREET, BOSTON, MA, 02112
(Property Address)

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

1. INTEREST RATE AND MONTHLY PAYMENT CHANGES

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

2. INTEREST

(A) Interest Rate

I will be charged interest on the unpaid principal from the date of this Note until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.000 %. The interest rate I will pay may change.

(B) Interest Change Dates

The interest rate I will pay may change on the first day of February, 19 88, and on that day every 12 month thereafter. Each date on which my interest rate could change is called an "Interest Change Date." The new rate of interest will become effective on each Interest Change Date. The interest rate I will pay will change in accordance with Section 4 of this Note.

(C) The Index

Beginning with the first Interest Change Date, my interest rate will be based on an Index. The "Index" is: (Check only one box).

- ☐ 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.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Interest Change Date will not be greater than 10.000 %. Thereafter, my interest rate will never be increased on any single Interest Change Date by more than 2.000 percentage points (2.000 %). My interest rate will never be greater than 11.875 %. (A blank space or "N/A" means there is no limit on any increase in the interest rate I must pay).

3. PAYMENTS

(A) Time and Place of Payments

Except when this Note is dated the first day of a month, I will make a payment of interest only from the date hereof to the first day of the following month.

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 September 1, 19 87. 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 August 1, 20 17, 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.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 645.71. This amount may change.

(C) Payment Change Dates

My monthly payment may change in accordance with Section 4 of this Note beginning on the first day of September, 19 88, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment will also change at any time Section 4(B) or 4(D) below requires me to pay the Full Payment Amount.

I will pay the amount of my new monthly payment each month beginning on each Payment Change Date or as provided in Section 4(B) or 4(D) below.

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4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Calculation of Changes

On each Interest Change Date which is not followed by a Payment Change Date, the Note Holder will calculate my new interest rate by adding 3.00 percentage points (3.00 %) to the most recent Index figure that was made available as of that Interest Change Date (Index + percentage points) and then round the result of this addition to the nearest one-eighth of one percentage point (0.125 %). Subject to the limits, if any, stated in Section 2(D) above, the rounded amount will be my new interest rate until the next Interest Change Date.

For each Interest Change Date preceding a Payment Change Date or a change in the monthly payment required by Section 4(B) or 4(D) below, the most recent Index figure that was made available as of the date 45 days before that Interest Change Date will be used to calculate my new interest rate as described above.

As of each Interest Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid principal in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation is called the "Full Payment Amount."

(B) Required Full Payment Amount

On the first Payment Change Date and on each succeeding Payment Change Date thereafter, I will begin paying the Full Payment Amount as my monthly payment until my monthly payment changes again. I will also begin paying the Full Payment Amount as my monthly payment on the final Payment Change Date and on the first day of each month thereafter to the maturity date, and as provided in Section 4(D) below.

(C) Additions to My Unpaid Principal (Negative Amortization)

The amount of my monthly payment could be less than the amount of the interest portion of the Full Payment Amount after each Interest Change Date. If so, each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid principal. The Note Holder will also add interest on the amount of this difference to my unpaid principal each month. The interest rate on the interest added to principal will be the rate required by Section 4(A) above.

(D) Limit On My Unpaid Principal; Increased Monthly Payments

My unpaid principal can never exceed a maximum amount equal to one hundred ten percent (110 %) of the principal amount I originally borrowed. If the addition of unpaid interest to principal as provided in Section 4(C) above would cause my principal balance to exceed that maximum amount at any time, I must immediately begin paying the Full Payment Amount as my monthly payment amount.

(E) Notice of Changes

The Note Holder will mail or deliver to me a notice of a change in the amount of my monthly payment before the effective date of each such payment 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. SALE 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.

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

13895

Witnesses:

John G. Zial

Joseph Rogers
JOSEPH ROGERS

Borrower

Borrower

Borrower

Borrower

27

[Signature]

[Signature]

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13895 049

EXHIBIT "A"

Condominium Unit No. 12, in the 511 Beacon Street Condominium (the "Condominium"), Boston, Suffolk County, Massachusetts, created by a Master Deed (the "Master Deed") dated October 3, 1985 and recorded with Suffolk Registry of Deeds at Book 11946, Page 043, as amended in accordance with and subject to the provisions on Massachusetts General Laws Chapter 183A as amended ("Chapter 183A"). The Unit is more particularly described in the Master Deed, is shown on the floor plans of the building recorded simultaneously with the Master Deed, and on a copy of the portion of the floor plans recorded with the first unit deed for this unit.

Said unit is conveyed together with the Mortgagor's undivided 11.38 percentage interest in the common areas and facilities of the condominium (the "common areas and facilities") as set forth in the Master Deed.

Being the same premises conveyed to the Mortgagor by deed of Catherine Pinkham, Trustee of 511 Beacon Street Realty Trust dated July 17, 1987 and recorded with Suffolk Registry of Deeds herewith.

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4 THE DIME REAL ESTATE SERVICES
MASSACHUSETTS, INC.

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ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS,

THAT THE DIME REAL ESTATE SERVICES-- MASSACHUSETTS, INC., a corporation organized and existing under the laws of the State of New York, having its principal office and place of business at 144 Merrimack Street, Lowell, Massachusetts 01852 (Assignor) in consideration of the sum of One (\$1.00) Dollar lawful money of the United States, to it in hand paid by THE DIME SAVINGS BANK OF NEW YORK FSB, a Corporation organized under the laws of the United States of America and having its principal office and place of business at 9 DeKalb Avenue, Brooklyn, New York ("Assignee") at or before the enrolling and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, assigned, transferred, and set over, and by these presents does grant, bargain, sell, assign, transfer, and set over unto the said Assignee a certain indenture of Mortgage, made and executed by

Joseph Rogers

in favor of THE DIME REAL

ESTATE SERVICES-MASSACHUSETTS, INC bearing date the

17th day of July, in the year nineteen hundred and eighty seven and recorded with

Deeds Book Page to which reference may be had for a more particular description of said mortgage and of the land therein described, together with the debt, note, and obligation therein described, and the money due or to become due thereon with the interest

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns forever, subject only to the proviso in said Indenture of Mortgage mentioned: And Assignor does hereby make, constitute, and appoint the said Assignee, its true and lawful attorney, irrevocable in its name or otherwise, but at its proper cost and charges, to have use and take all lawful ways and means for the recovery of the said money and interest; and in case of payment, to discharge the same as fully as as it might or could do if these presents were not made.

IN WITNESS WHEREOF, the Assignor has duly executed this instrument this 17th day of July in the year of our Lord one thousand nine hundred and eighty seven

Signed and Delivered
in presence of

THE DIME REAL ESTATE SERVICES-
MASSACHUSETTS, INC.

John G. Segal

Ralph R. Spitzer
By Ralph R. Spitzer
ITS Vice President

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF Norfolk) ss

On this 17th day of July, 1987, before me personally appeared Ralph R. Spitzer of The Dime Real Estate Services-MASSACHUSETTS, Inc. a New York corporation, Signer and Sealer of the foregoing Instrument, and acknowledged the same to be the free act and deed of said Corporation before me.

ALAN H. SEGAL, Esquire
One Rockdale Street
Braintree, Mass. 02184

Form 9678 MA

John G. Segal
NOTARY PUBLIC

80

15755 306 533

File 66-27

Loan No. 614482-8

ASSIGNMENT OF MORTGAGE

THE DIME SAVINGS BANK OF NEW YORK, FSB, a corporation organized under the laws of the United States of America and having its principal office and place of business at 9 DeKalb Avenue, Brooklyn, New York ("Assignor"), holder of a mortgage to THE DIME REAL ESTATE SERVICES - MASSACHUSETTS, INC., a New York corporation, qualified to do business in the Commonwealth of Massachusetts, and having its principal office and place of business at 138 River Road, Andover, MA 01810 (the "Mortgage"),

dated July 17, 1987

recorded with Suffolk County Registry of Deeds
Book 13895 Page 38

Land Court Doc. No. _____

hereby assigns the Mortgage, and the note and claim secured thereby to GARDEN MANAGEMENT CO., INC., a corporation organized under the laws of the State of New York and having its principal office and place of business at 1225 Franklin Avenue, Garden City, New York 11530.

WITNESS the Assignor's hand and seal this 6th day of July, 19 89.

Signed and delivered
in the presence of:

The Dime Savings Bank of
New York, FSB

[Signature]
AUG 15 3 1989
REGISTRY

By *[Signature]*
Lee H. Kozol, Its Attorney
In Fact, hereunto duly
authorized.

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

On this 6th day of July, 19 89, before me appeared Lee H. Kozol, to me personally known, who being by me duly sworn did say that he is the agent of The Dime Savings Bank of New York, FSB and that he executed the foregoing Assignment of Mortgage on behalf of said corporation by authority of its Board of Directors, pursuant to a Resolution duly entered in the records of the corporation and recorded in the Suffolk County Registry of Deeds in the Commonwealth of Massachusetts, Book 15658, Page 183, and said Lee H. Kozol acknowledged said Assignment of Mortgage to be the free act and deed of said corporation.

Return to:

Pandra Mahabir

Notary Public

My commission expires: 4/20/95

**SUFFOLK COUNTY
REGISTRY OF DEEDS**

8/15/89
3:35 PM

File . 66-27

Loan No. 614482-8

ASSIGNMENT OF MORTGAGE

THE DIME SAVINGS BANK OF NEW YORK, FSB, a corporation organized under the laws of the United States of America and having its principal office and place of business at 9 DeKalb Avenue, Brooklyn, New York ("Assignor"), holder of a mortgage to THE DIME REAL ESTATE SERVICES - MASSACHUSETTS, INC., a New York corporation, qualified to do business in the Commonwealth of Massachusetts, and having its principal office and place of business at 138 River Road, Andover, MA 01810 (the "Mortgage"),

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WITNESS the Assignor's hand and seal this 6th day of July, 19 89.

Signed and delivered
in the presence of:

[Signature]

The Dime Savings Bank of
New York, FSB

By [Signature],
Lee H. Kozol, Its Attorney
In Fact, hereunto duly
authorized.

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

On this 6th day of July, 19 89, before me appeared Lee H. Kozol, to me personally known, who being by me duly sworn did say that he is the agent of The Dime Savings Bank of New York, FSB and that he executed the foregoing Assignment of Mortgage on behalf of said corporation by authority of its Board of Directors, pursuant to a Resolution duly entered in the records of the corporation and recorded in the Suffolk County Registry of Deeds in the Commonwealth of Massachusetts, Book 15658, Page 183, and said Lee H. Kozol acknowledged said Assignment of Mortgage to be the free act and deed of said corporation.

[Signature]
Notary Public
My commission expires: 4/20/95

UNITES STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS

IN RE:

JOSEPH ROGERS,

Debtor

Chapter 7
Case No. 13383-JNG

CERTIFICATE OF SERVICE

I, Herbert Weinberg, an attorney at the firm of Friedman & Atherton, 28 State Street, Boston, Massachusetts, hereby certify that on this 13th day of December 1990, I served the Motion for Relief From Automatic Stay or in the Alternative for Adequate Protection by mailing a postage pre-paid, first class mail to all interested parties listed on the attached list.


Herbert Weinberg
FRIEDMAN & ATHERTON
28 State Street
Boston, MA 02109
(617) 227-5540
(BMA # 03353)

DOCKETED

83

Service List

Bruce G. Linsky
Skocket & Dorser
1 Apple Hill
Box 8007
Natick, MA 01760

511 Beacon Street Condo.
c/o Clark Property Mgmt.
316 Beacon Street
Boston, MA 02116

Boston Edison
Credit & Collection
800 Boylston Street
Boston, MA 02199

Boston Water &
Sewer Commission
425 Summer Street
Boston, MA 02210

Linda Carriker
511 Beacon Street
Boston, MA 02115

Lima Mehdi
511 Beacon Street
Unit 10
Boston, MA 02115

Theodore Phillips
358 Commonwealth Ave.
Boston, MA 02115

Jeffrey A. Kitaeff, Esq.
Office of Jeffrey A. Kitaeff
805 Turnpike Street
Suite 201
North Andover, MA 01845

Carl Younis
511 Beacon Street
Unit 12
Boston, MA 02115

Richard Hackel, Esq.
30 Winter Street
Boston, Ma 02108

U.S. Trustee
Office of the U.S Trustee
10 Causeway Street
Boston, MA 02110

United States Bankruptcy Court
District of Massachusetts
Thomas P. O'Neill Federal Building
10 Causeway Street
Boston, Massachusetts 02222

Kevin Simard
3 Centre Plaza
Boston, MA 02109

Bankruptcy Case No. 89-13383
Judge: James N. Gabriel
Chapter Number: 7

In re: Joseph Rogers

Debtor(s)

NOTICE

The Court will consider and act upon the following:

Motion By Creditor Garden Management Co., Inc. For Relief
From The Automatic Stay, Or In The Alternative For
Adequate Protection. Attached Exhibits. C/S.

OBJECTIONS to be filed by 12/26/90 at 4:00 P.M. If no objections
are filed, the motion may be acted upon without
a hearing. If an objection is filed, a
PRELIMINARY HEARING will be scheduled.

Dated: 12/14/90

ROBERT L. BINGHAM
Clerk, U. S. Bankruptcy Court

BY: Judith P. Crossen
Deputy Clerk

Notice sent to:

Kevin Simard
3 Centre Plaza
Boston, MA 02109

Jeffrey S. Ogilvie
Friedman & Atherton
28 State Street
Boston, MA 02109

William J. Hanlon
Day, Berry & Howard
260 Franklin Street
Boston, MA 02110-3109

Richard Hackel Esq.
30 Winter Street
Boston, MA 02108

Katherine et al Murphy
27 Fairmont Street
Wethersfield, CT 06109

Bruce E. Linsky
Shocket & Dockser
One Apple Hill, Suite 225
P.O. Box 8007
Natick, MA 01760-0050

Debra L. Purrington
Levy Weiner, P.C.
277 Main Street
P. O. Box 1538
Greenfield, MA 01302

Jeffrey A. Kitaeff
Interim Trustee
Office of Jeffrey A. Kitaeff
805 Turnpike Street, Suite 201
North Andover, MA 01845

Joseph Rogers
140 Dudley Lane
Milton, MA 02186

Monheimer and Hackel

a professional association

Attorneys at Law

30 Winter Street

Boston, Massachusetts 02108-3902

telephone (617) 574-9272

telecopier (617) 574-9448

December 19, 1990

Jeanette Koerner, Deputy Clerk
U.S. Bankruptcy Court
1101 Thomas P. O'Neill, Jr.
Federal Office Building
10 Causeway Street
Boston, MA 02222-1074

RE: GARDEN MANAGEMENT CO., INC.
VS: JOSEPH ROGERS
CHAPTER 7 CASE
NO. 89-13383-JNG

FILED
IN CLERK'S OFFICE
DEC 20 1 05 PM '90
U.S. BANKRUPTCY COURT
DISTRICT OF MASS.

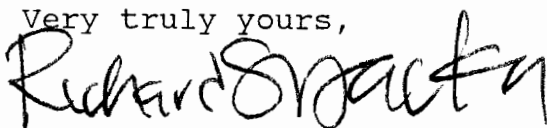
Dear Mrs. Koerner:

I enclose ~~assent of debtor~~ to the ~~Motion of Garden Management Co., Inc. for an order of relief to proceed with foreclosure of first mortgages held by it on condominium units 10 and 12, at 511 Beacon Street Condominium, 511 Beacon Street, Boston, Massachusetts.~~

Please docket and file.

Thank you very much.

Very truly yours,



Richard S. Hackel

RSH/sy

Enclosure

cc: all parties on
service list

26
121/190 Lift Stay

OBJ-12/26/90 - 4 PM

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF
MASSACHUSETTS

CHAPTER 7 CASE
NO. 89-13383-JNG

DEC 20 1 05 PM '90
J.S. BANKRUPTCY COURT
DISTRICT OF MASS.
CLERK OF COURT

*
In Re: *
*
JOSEPH ROGERS *
Creditor *
*

ASSENT OF DEBTOR
TO MOTION FOR
RELIEF

1. Garden Management Co., Inc. has filed a Motion for Relief in order to proceed with foreclosure of first mortgages held by it on condominium units 10 and 12 at 511 Beacon Street Condominium, 511 Beacon Street, Boston, Massachusetts.
2. The debtor hereby assents to the allowance of this Motion.

JOSEPH ROGERS
By his attorney,

Richard S. Hackel

Richard S. Hackel, Esq. (bma01989)
Monheimer and Hackel, P.A.
30 Winter Street
Boston, MA 02222-1074
(617) 574-9272
(617) 574-9448 (fax)

CERTIFICATE OF SERVICE

I, Richard S. Hackel, counsel for the debtor, hereby certify that on December 19, 1990, I did send by first-class mail, postage prepaid, a copy of the within Assent to all parties on the attached "matrix list."

Signed under the pains and penalties of perjury, this 19th day of December, 1990.

Richard S. Hackel

Richard S. Hackel, Esq.

DOCKETED

89

#21

(1)
Herbert Weinberg, Esq.
Friedman & Atherton
8 State Street
Boston, MA 02109

(4)
Boston Edison Company
Credit & Collection/Bankruptcy
800 Boylston Street
Boston, MA 02199

(7)
Catherine Pinkham, Trustee
c/o Ronald Luccio
113 Newbury Street
Boston, MA 02201

(10)
Nicara Selig Sawyer & Holt
Three Center Plaza
Boston, MA 02108

(13)
Theodore Phillips
53 Commonwealth Avenue
Boston, MA 02115

(2)
Jeffrey A. Kitaeff, Esq.
801 Linpike Street
Suite 201
North Andover, MA 01845

(5)
Boston Water & Sewer Commission
Credit & Collection
425 Summer Street
Boston, MA 02210

(8)
City of Boston
Collector Treasurer's Office
City Hall
Boston, MA 02201

(11)
Michael Merrill, Esq.
Merrill & McGeary
11 Beacon Street
Boston, MA 02108

(14)
Carl Younis
511 Beacon Street
Unit 12
Boston, MA 02115

(3)
511 Beacon Street Condo Ass'n
C/O Park Property Management
316 Beacon Street
Boston, MA 02116

(6)
Linda Carriker
511 Beacon Street
Boston, MA 02115

(9)
Department of Revenue
Bankruptcy Unit
215 First Street
Cambridge, MA 02142

(12)
Lina Mehdi
511 Beacon Street
Unit 10
Boston, MA 02115

()
,
,

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS

Filing Fee Paid

U.S. Bankruptcy Court
District of Massachusetts
Dec 11 1989
1989

JOSEPH ROGERS BANKRUPTCY)

CASE NO. 89-13383)

) MOTION FOR RELIEF FROM AUTOMATIC STAY
) WITH ASSENTS

Now comes Vanguard Savings Bank, the Movant, and shows the Court as follows:

1. Movant is the holder of six (6) mortgages given to it by Joseph Rogers, Trustee of the R & M Greentree Trust, and Joseph Rogers, Trustee of the J & P Brandywine Trust.
2. The Debtor is in arrears to the Movant in payments of the monthly installments of principal, interest and escrow due under six (6) promissory notes secured by the property described in the above mortgages. Copies of the notes are attached hereto as Exhibits A through F. Debtor has failed to make any installments on four (4) notes secured by the Weymouth property since December 1, 1989, and has failed to make any installments on the two (2) notes secured by the Shrewsbury property since November 1, 1989.
3. As a result of such arrearages, the Debtor is also indebted to the Movant for a late charge of five percent (5%) of the overdue amount of principal and interest per month for each payment not made by the fifteenth (15th) of each month, as provided under each of the six (6) notes dated May 29, 1987 and executed by the Debtor.
4. As a result of the Debtor's failure to make the aforesaid installments, the Debtor has defaulted on the terms of the note and mortgage.
5. Debtor is also liable for legal fees and expenses incurred in collecting on the amounts due under the notes as provided by each of the notes.
6. The value of the real property securing the Debtor's indebtedness to the Movant is less than the total indebtedness secured by the property as follows:

<u>Property Description</u>	<u>Lienholders</u>	<u>Amount of Secured Claim</u>	<u>Market Value of Property</u>
A. Unit 65/312 Greentree Lane and Webster Street So. Weymouth, Mass.	Vanguard Savings Bank c/o D. Purrington, Esq. 277 Main Street Greenfield, MA 01301	\$80,498.86 (See Ex. G)	\$78,000.00
	Trustees of Greentree Realty Trust u/d/t dated July 1, 1967	9,500.00	78,000.00
	William H. Walsh	\$25,000.00 (affects 4 properties)	78,000.00

DOCKETED

[Handwritten signature]
10/2/90

DOCKETED

B. Unit 66K 36 So. Quinsigamond Ave. Shrewsbury, Mass.	Vanguard Savings Bank c/o D. Purrington, Esq. 277 Main Street Greenfield, MA 01301	65,312.40 (See Ex. H)	68,000.00
	Amshrew Associates	5,000.00	
	William H. Walsh	25,000.00 (affects 2 properties)	68,000.00
C. Unit 65/12 Greentree Lane So. Weymouth, Mass.	Vanguard Savings Bank c/o D. Purrington, Esq. 277 Main Street Greenfield, MA 01301	86,290.42 (See Ex. I)	95,000.00
	Trustees of Greentree Realty Trust u/d/t dated July 1, 1967	11,000.00	95,000.00
	William H. Walsh	25,000.00 (affects 4 properties)	95,000.00
D. Unit 70/313 Greentree Lane and Webster Street So. Weymouth, Mass.	Vanguard Savings Bank c/o D. Purrington, Esq. 277 Main Street Greenfield, MA 01301	\$78,498.86 (See Ex. J)	\$78,000.00
	Trustees of Greentree Realty Trust u/d/t dated July 1, 1967	9,500.00	78,000.00
	William H. Walsh	25,000.00 (affects 4 properties)	78,000.00
E. Unit 32J 37 So. Quinsigamond Ave. Shrewsbury, Mass.	Vanguard Savings Bank c/o D. Purrington, Esq. 277 Main Street Greenfield, MA 01301	65,312.40 (See Ex. K)	68,000.00
	Amshrew Associates	5,000.00	68,000.00
	William H. Walsh	25,000.00 (affects 2 properties)	68,000.00
F. Unit 65/204 Greentree Lane and and Webster Street So. Weymouth, Mass.	Vanguard Savings Bank c/o D. Purrington, Esq. 277 Main Street Greenfield, MA 01301	88,772.66 (See Ex. L)	78,000.00

Trustees of Greentree Realty Trust u/d/t dated July 1, 1967	11,000.00	78,000.00
William H. Walsh	25,000.00	78,000.00
(affects 4 properties)		

7. None of the above properties are necessary for a reorganization of the Debtor.

8. Should the Court fail to grant Movant relief from the automatic stay, then in the alternative, Movant requests that the Court require the Debtor to provide Movant adequate protection to the value of its interest in the real property in 11 U.S.C. §362(d).

WHEREFORE, the Movant requests an order:

1. Relieving it from the automatic stay and authorizing it to foreclose on said real property through the appropriate state court proceedings.

2. In the alternative, to provide Movant with adequate protection.

VANGUARD SAVINGS BANK
By Its Attorney

Debra L. Purrington
Debra L. Purrington
LEVY WINER, P.C.
277 Main Street, P.O. Box 1538
Greenfield, MA 01302
(413) 774-3741
Mass. Bankruptcy Court Attorney No. 03837

Dated: September 6, 1990

ASSENTS

I, Jeffrey A. Kitaeff, Esquire, Trustee in the within-named Bankruptcy case, hereby assent to the allowance of the Motion of Vanguard Savings Bank for Relief from the Automatic Stay.

Jeffrey A. Kitaeff
Jeffrey A. Kitaeff

I, Richard Hackel, Esquire, Attorney for the Debtor, Joseph Rogers, hereby assent to the allowance of the Motion of Vanguard Savings Bank for Relief from the Automatic Stay.

Richard Hackel
Richard Hackel (bma 0989)

Page 3 of 3

30 Winter St.
Boston, MA 02108
617-574-9272

93

DOCKETED

10-2-90

(3 Year Treasury Index—Rate Caps)

.....May 29 , ... 1987 Cambridge Massachusetts
[City] [State]
.....Unit 65/312, 65 Greentree Lane, South Weymouth, Massachusetts 02190
[Property Address]

94

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding three hundred fifty percentage points (3.50%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.00 % or less than 8.00 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding thirty-six months. My interest rate will never be greater than 15.00 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

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

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge except as noted in Section 6. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

I may make a full prepayment at any time without paying a penalty except ~~if I make a full prepayment within the first year of the term of this Note, I will pay a prepayment charge of 3% of the amount prepaid.~~

7. RIGHT TO SET-OFF

If I default then, to the extent permitted by law, the Note Holder shall have the right to apply money from any of my deposit accounts with the Note Holder to pay all or any portion of any amounts due under this Note.

8. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of fifteen (15) calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

95

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

9. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

10. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

11. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

12. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

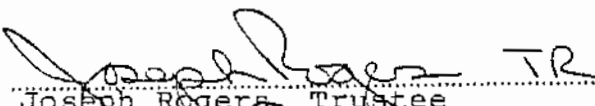
To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

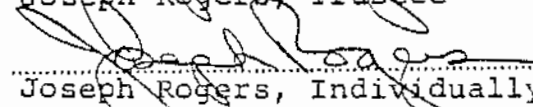
If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. 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.

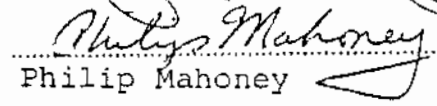
WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



Witness

 TR (Seal)
Joseph Rogers, Trustee -Borrower

 (Seal)
Joseph Rogers, Individually -Borrower

 (Seal)
Philip Mahoney -Borrower

[Sign Original Only]

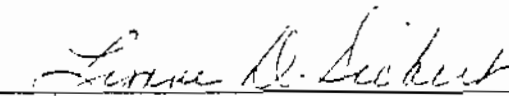
Santa Clara, ss.

State of California
County of Santa Clara

May 29, 1987

Then personally appeared the above named Philip Mahoney and acknowledged the foregoing to be his free act and deed, before me,

NOTARY PUBLIC SEAL
 OFFICIAL SEAL
LYNNE D. SIEBERT
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My Commission Expires Sept. 5, 1987
[Seal]



NOTARY PUBLIC
My Commission Expires Sept. 5, 1987

20-015773-5 98

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

9. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

10. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

11. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

12. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

James M. Proucci
WITNESS

Joseph Rogers TR (Seal)
Joseph Rogers, Trustee -Borrower
Joseph Rogers (Seal)
Joseph Rogers, Individually -Borrower
Philip Mahoney (Seal)
Philip Mahoney, Individually -Borrower

[Sign Original Only]

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

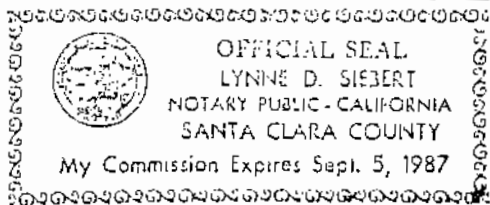
Santa Clara, SS.

May 29, 1987

Then personally appeared the above-named Philip Mahoney and acknowledged the foregoing to be his free act and deed, before me.

My Commission Expires: Sept. 5, 1987

Lynne D. Siebert
NOTARY PUBLIC



(3 Year Treasury Index—Rate Caps)

.....May 29....., 1987.....Cambridge....., MA.....
[City].....[State].....
Unit No., 65/12, Greentree Lane & Webster Street, South Weymouth, MA 02190.....
[Property Address].....

In return for a loan that I have received, I promise to pay U.S. \$ 81,500.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Vanguard Savings Bank

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 3 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

20-015782-6 102

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

9. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

10. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

11. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

12. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

James M. Pucarelli
WITNESS

Joseph Rogers (Seal)
Joseph Rogers, Trustee -Borrower

Joseph Rogers (Seal)
Joseph Rogers, Individually -Borrower

Philip Mahoney (Seal)
Philip Mahoney, Individually -Borrower

[Sign Original Only]

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

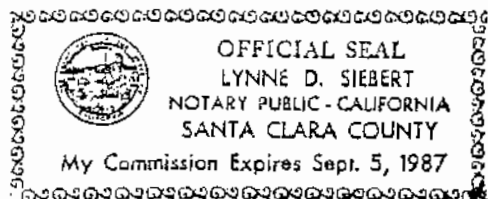
Santa Clara, SS.

May 29, 1987

Then personally appeared the above-named Philip Mahoney and acknowledged the foregoing to be his free act and deed, before me.

My Commission Expires: Sept. 5, 1987

Lynne D. Siebert
NOTARY PUBLIC



ADJUSTABLE RATE NOTE

(3 Year Treasury Index—Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

May 29, 1987, Cambridge, MA
[City] [State]

Unit No. 70/313, Greentree Lane & Webster Street, South Weymouth, MA 02190
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 75,900.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Vanguard Savings Bank

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 10.00%. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS**(A) 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 July 1, 1987. 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 June 1, 2017, 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 143 Chestnut Street, Holyoke, MA 01040, or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 666.08. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**(A) Change Dates**

The interest rate I will pay may change on the first day of June, 1990, and on that day every 36th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 3 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

9. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

10. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

11. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

12. UNIFORM SECURED NOTE

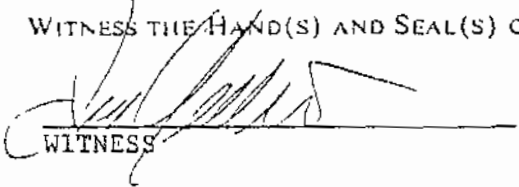
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

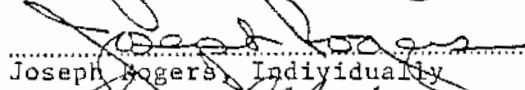
To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

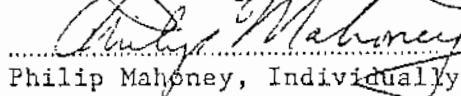
If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. 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.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


WITNESS

 TR (Seal)
Joseph Rogers, Trustee -Borrower

 (Seal)
Joseph Rogers, Individually -Borrower

 (Seal)
Philip Mahoney, Individually -Borrower

[Sign Original Only]

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

~~Santa Clara~~ SS.

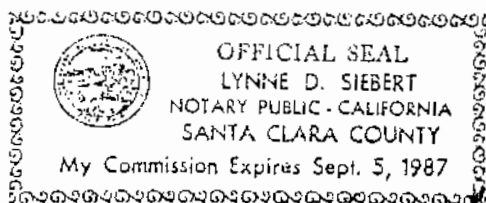
May 29, 1987

Then personally appeared the above-named Philip Mahoney and acknowledged the foregoing to be his free act and deed, before me.

My Commission Expires: Sept. 5, 1987


NOTARY PUBLIC

[Seal]



ADJUSTABLE RATE NOTE

(3 Year Treasury Index—Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

May 29, 19 87 Cambridge, MA
[City] [State]

Unit No. 32J, 37 South Quinsigamond Avenue, Shrewsbury, MA 01545
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 60,700.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Vanguard Savings Bank.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 10.00%. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS**(A) 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 July 1, 19 87. 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 June 1, 2017, 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 143 Chestnut Street, Holyoke, MA 01040, or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 532.70. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**(A) Change Dates**

The interest rate I will pay may change on the first day of June, 1990, and on that day every 36th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 3 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Three Hundred Fifty percentage points (3.50%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.00 % or less than 8.00 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding thirty-six months. My interest rate will never be greater than 15.00 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

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

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge except as noted in Section 6. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

I may make a full prepayment at any time without paying a penalty

7. RIGHT TO SET-OFF

If I default then, to the extent permitted by law, the Note Holder shall have the right to apply money from any of my deposit accounts with the Note Holder to pay all or any portion of any amounts due under this Note.

8. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

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To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Janice M. Pasucci
WITNESS

Joseph Rogers TR (Seal)
Joseph Rogers, Trustee -Borrower

Joseph Rogers (Seal)
Joseph Rogers, Individually -Borrower

Philip Mahoney (Seal)
Philip Mahoney, Individually -Borrower

[Sign Original Only]

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

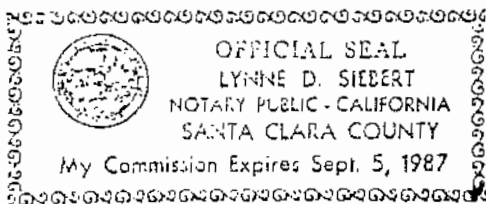
Santa Clara, SS

May 29, 1987

Then personally appeared the above-named Philip Mahoney and acknowledged the foregoing to be his free act and deed, before me.

My Commission Expires: Sept. 5, 1987

Lynne D. Siebert
NOTARY PUBLIC



ADJUSTABLE RATE NOTE

(3 Year Treasury Index — Rate Caps)

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..... May 29, 1987 Cambridge, MA
 [City] [State]

Unit No. 65/204, Greentree Lane & Webster Street, South Weymouth, MA 02190
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 83,900.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Vanguard Savings Bank

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 10.00%. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) 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 July 1, 1987. 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 June 1, 2017, 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 143 Chestnut Street, Holyoke, MA 01040, or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$...736.29..... This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of June, 19 90, and on that day every 36th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 3 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

20-015781-8
114

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

9. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

10. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

11. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

12. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

James M. Rosucci
WITNESS

Joseph Rogers TR (Seal)
Joseph Rogers, Trustee -Borrower

Joseph Rogers (Seal)
Joseph Rogers, Individually -Borrower

Philip Mahoney (Seal)
Philip Mahoney, Individually -Borrower

[Sign Original Only]

Santa Clara, SS.

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

May 29 , 1987

Then personally appeared the above-named Philip Mahoney and acknowledged the foregoing to be his free act and deed, before me.

My Commission Expires: Sept. 5, 1987

Lynne D. Siebert
NOTARY PUBLIC

[Seal]

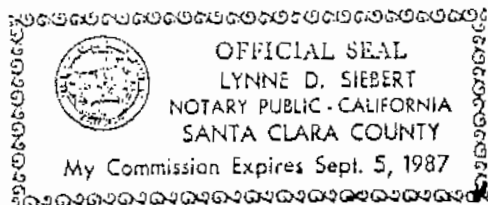


EXHIBIT "G"

01 BR 12 TYPE	2015784 ACCT NBR	04SEP90 09:46:32	PAY
EFFECTIVE DATE OF CALC.....	4SEP90	HOLDS.....	000000
EXT DUE.....	1FEB90	DATE LOAN OPENED.....	29MAY87
PRINCIPAL BALANCE.....	\$74258.82	ORIGINAL LOAN AMT	\$75900.00
ESCROW BALANCE.....	\$304.89	LOAN TERM (MONTHS).....	360
INTEREST ON ESCROW.....	\$1.07	TOTAL PAYMENT (PIE).....	\$883.09
TOTAL INTEREST DUE.....	\$4920.78	INTEREST RATE.....	12.0000
TOTAL LATE CHARGE DUE.....	\$146.48	INT COLLECTED IN.....	ARREARS
TOTAL OTHER DUE.....	\$0000.00	INTEREST PAID TO DATE.....	1JAN90
TOTAL REBATE.....	\$0000.00	DAILY INTEREST AMT.....	24.6466
PAYOFF AMT.....	\$79326.08	SHORTNAME.....	ROGERS

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09/04 06:20:08

EXHIBIT "H"

01 BR 12 TYPE	2015773 ACCT NBR	04SEP90 09:52:13	PAY
EFFECTIVE DATE OF CALC.....	4SEP90	HOLDS.....	000000
NEXT DUE.....	1DEC89	DATE LOAN OPENED.....	29MAY87
PRINCIPAL BALANCE.....	\$59822.74	ORIGINAL LOAN AMT	\$60700.00
ESCROW BALANCE.....	\$245.30-	LOAN TERM (MONTHS).....	360
INTEREST ON ESCROW.....	\$0000.00	TOTAL PAYMENT (PIE).....	\$698.03
TOTAL INTEREST DUE.....	\$4840.86	INTEREST RATE.....	12.0000
TOTAL LATE CHARGE DUE.....	\$149.10	INT COLLECTED IN.....	ARREARS
TOTAL OTHER DUE.....	\$0000.00	INTEREST PAID TO DATE.....	11JAN90
TOTAL REBATE.....	\$0000.00	DAILY INTEREST AMT.....	19.8340
PAYOFF AMT.....	\$65058.00	SHORTNAME.....	MAHONEY P

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09/04 06:25:50

EXHIBIT "I"

01 BR 12 TYPE	2015782 ACCT NBR	04SEP90 09:48:40	PAY
EFFECTIVE DATE OF CALC.....	4SEP90	HOLDS.....	000000
NEXT DUE.....	1JAN90	DATE LOAN OPENED.....	29MAY87
PRINCIPAL BALANCE.....	\$79720.09	ORIGINAL LOAN AMT	\$81500.00
ESCROW BALANCE.....	\$225.33	LOAN TERM (MONTHS).....	360
INTEREST ON ESCROW.....	\$.79	TOTAL PAYMENT (PIE).....	\$950.20
TOTAL INTEREST DUE.....	\$6050.49	INTEREST RATE.....	12.0000
TOTAL LATE CHARGE DUE.....	\$178.76	INT COLLECTED IN.....	ARREARS
TOTAL OTHER DUE.....	\$0000.00	INTEREST PAID TO DATE.....	1DEC89
TOTAL REBATE.....	\$0000.00	DAILY INTEREST AMT.....	26.4590
PAYOFF AMT.....	\$85949.34	SHORTNAME.....	ROGERS

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09/04 06:22:14

EXHIBIT "J"

01 BR 12 TYPE	2015783 ACCT NBR	04SEP90 09:48:03	PAY
EFFECTIVE DATE OF CALC.....	4SEP90	HOLDS.....	000000
EXT DUE.....	1JAN90	DATE LOAN OPENED.....	29MAY87
PRINCIPAL BALANCE.....	\$74443.52	ORIGINAL LOAN AMT	\$75900.00
ESCROW BALANCE.....	\$304.90	LOAN TERM (MONTHS).....	360
INTEREST ON ESCROW.....	\$1.07	TOTAL PAYMENT (PIE).....	\$883.09
TOTAL INTEREST DUE.....	\$5432.23	INTEREST RATE.....	12.0000
TOTAL LATE CHARGE DUE.....	\$166.46	INT COLLECTED IN.....	ARREARS
TOTAL OTHER DUE.....	\$0000.00	INTEREST PAID TO DATE.....	1DEC89
TOTAL REBATE.....	\$0000.00	DAILY INTEREST AMT.....	24.7086
AYOFF AMT.....	\$80062.21	SHORTNAME.....	ROGERS

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EXHIBIT "K"

01 BR 12 TYPE	2015774 ACCT NBR	04SEP90 10:05:43	PAY
EFFECTIVE DATE OF CALC.....	4SEP90	HOLDS.....	000000
NEXT DUE.....	1DEC89	DATE LOAN OPENED.....	29MAY87
PRINCIPAL BALANCE.....	\$59822.74	ORIGINAL LOAN AMT	\$60700.00
ESCROW BALANCE.....	\$5.64	LOAN TERM (MONTHS).....	360
INTEREST ON ESCROW.....	\$.01	TOTAL PAYMENT (PIE).....	\$685.03
TOTAL INTEREST DUE.....	\$5329.66	INTEREST RATE.....	12.0000
TOTAL LATE CHARGE DUE.....	\$149.10	INT COLLECTED IN.....	ARREARS
TOTAL OTHER DUE.....	\$0000.00	INTEREST PAID TO DATE.....	1NOV89
TOTAL REBATE.....	\$0000.00	DAILY INTEREST AMT.....	19.8340
PAYOFF AMT.....	\$65301.50	SHORTNAME.....	MAHONEY P

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09/04 06:39:17

EXHIBIT "L"

01 BR 12 TYPE	2015781 ACCT NBR	04SEP90 09:47:12	PAY
EFFECTIVE DATE OF CALC.....	4SEP90	HOLDS.....	000000
NEXT DUE.....	1JAN90	DATE LOAN OPENED.....	29MAY87
PRINCIPAL BALANCE.....	\$82640.63	ORIGINAL LOAN AMT	\$83900.00
ESCROW BALANCE.....	\$4.21	LOAN TERM (MONTHS).....	360
INTEREST ON ESCROW.....	\$0.01	TOTAL PAYMENT (PIE).....	\$917.69
TOTAL INTEREST DUE.....	\$6677.69	INTEREST RATE.....	12.0000
TOTAL LATE CHARGE DUE.....	\$184.02	INT COLLECTED IN.....	ARREARS
TOTAL OTHER DUE.....	\$0000.00	INTEREST PAID TO DATE.....	1DEC89
TOTAL REBATE.....	\$0000.00	DAILY INTEREST AMT.....	27.4146
PAYOFF AMT.....	\$89502.34	SHORTNAME.....	ROGERS

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09/04 06:20:49

LEVY • WINER P. C.
277 MAIN STREET — P. O. BOX 1538
GREENFIELD, MASSACHUSETTS 01302
(413) 77-3741

Date: October 10, 1990

To: United States Bankruptcy Court
T. P. O'Neill, Jr. Federal Building
10 Causeway Street
Boston, MA 02222-1074

File Name: Vanguard Savings Bank--
Joseph Rogers Bankruptcy
Bankruptcy Case No. 89-13383 *JS*

Enclosures: Motion for Relief From Automatic Stay
With Assents; \$60 Check

Remarks: Please file.

Sincerely,

LEVY • WINER P. C.

Susan A. Sini

Susan A. Sini, Legal Assistant

Copies: Philip E. Petitt, Jr., Assistant Vice President
Vanguard Savings Bank

Last d te for V. lry.
9/3/90

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF
MASSACHUSETTS

CHAPTER 7 CASE
NO. 89-13383-JNG

*
In Re: *
*
JOSEPH ROGERS *
Debtor *
*

ASSENT TO
MOTION FOR
RELIEF

FILED
AUG 24 1990
U.S. DISTRICT COURT
DISTRICT OF MASSACHUSETTS
SOUTHERN DISTRICT

The debtor assents to the Motion for Relief filed by Framingham Savings Bank in order to obtain an Order for Relief so as to enable it to proceed with foreclosure of mortgage dated November 20, 1987, recorded with the Hampden County Registry of Deeds in Book 6694, Page 311, and covering four condominium units known as Units 2C, 3C, 4C, and 10F of the Cherry Hill Estates Condominium located at 2, 3, 4, and 10 Maple Crest Circle, Holyoke, Massachusetts.

JOSEPH ROGERS
By his attorney,

Richard S. Hackel

Richard S. Hackel, Esq.
(bma 01989)
Monheimer and Hackel, P.A.
30 Winter Street
Boston, MA 02108
(617) 574-9272
(617) 574-9448 (fax)

CERTIFICATE OF SERVICE

I, Richard S. Hackel, counsel for the debtor, hereby certify that on August 23, 1990 I did send a copy of the within Motion to the following named parties:

Bruce E. Linsky, Esq.
Shocket & Dockser
P.O. Box 8007
Natick, MA 01760

counsel for Framingham
Savings Bank

DOCKETED

135 17

Jeffrey A. Kitaeff, Esq.
Rosenberg & Kitaeff
805 Turnpike Street
North Andover, MA 01845

Trustee

Renaissance Realty Trust
66 Long Wharf
Boston, MA 02110

second mortgagee

Cherry Hill Condominium Assoc.
Maple Crest Circle
Holyoke, MA 01040

subordinate lien holder

Kevin J. Simard, Esq.
Rierner & Braunstein
Three Center Plaza
Boston, MA 02108

counsel for BayBank,
Boston, MA

Jeffrey S. Ogilvie, Esq.
Friedman & Atherton
28 State Street
Boston, MA 02109

counsel for Dime Savings Bank
of New York, FSB

Signed under the pains and penalties of perjury, this 23rd day of
August, 1990.


Richard S. Hackel, Esq.

Monheimer and Hackel

a professional association

Attorneys at Law

30 Winter Street

Boston, Massachusetts 02108-3902

telephone (617) 574-9272

telecopier (617) 574-9448

August 23, 1990

Jeannette Koerner, Deputy Clerk
U.S. Bankruptcy Court
1101 Thomas P. O'Neil, Jr. FOB
10 Causeway Street
Boston, MA 02222

RE: JOSEPH ROGERS
CHAPTER 7 CASE
NO. 89-13383-JNG

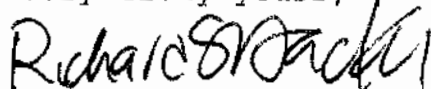
Dear Mrs. Koerner:

I enclose herewith debtor's Assent to Allowance of Motion for Relief filed by Framingham Savings Bank.

Will you kindly docket and file.

Thank you very much.

Very truly yours,



Richard S. Hackel

RSH/pv
Enclosures

cc: Bruce E. Linsky, Esq.
Jeffrey A. Kitaeff, Esq.
Kevin J. Simard, Esq.
Jeffrey S. Ogilvie, Esq.
Cherry Hill Condo. Assoc.
Renaissance Realty Trust

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MASSACHUSETTS

Filing Fee Paid

IN RE:)
JOSEPH ROGERS)
Debtor)

CHAPTER 7
CASE NO. 89-13383-JNG

MOTION FOR RELIEF
FROM THE AUTOMATIC STAY
OF 11 U.S.C. SECTION 362(a)

Framingham Savings Bank ("Creditor"), a secured Creditor of the above named Debtor hereby moves from Relief from the Automatic Stay of 11 U.S.C. Section 362(a) pursuant to 11 U.S.C. Section 362(d) and Bankruptcy Rule 4001(a). In support of its motion, the Creditor states as follow:

1. Then Debtor filed a petition under Chapter 7 of the Bankruptcy Code on November 3, 1989.

2. The Debtor and Philip Mahoney, as Trustees of College Cherry Hill Trust are the owners of four condominium units known as Unit Nos. 2C, 3C, 4A and 10F of the Cherry Hill Estates Condominium located at 2, 3, 4 and 10 Maple Crest Circle, Holyoke, Massachusetts (hereinafter individually referred to by their respective Unit Nos. and collectively as "Units"). The deeds for the units are duly recorded with the Hampden County Registry of Deeds. None of the Units is the principal residence of the Debtor.

3. At all times material to this Motion, title to the Units has been in the College Cherry Hill Trust.

4. On November 20, 1987, the College Cherry Hill Trust executed in favor of the Creditor a Mortgage on the Units to secure

Allowed
James M. Galt
9/5/90

DOCKETED

DOCKETED

the payment of a Promissory Note executed by the College Cherry Hill Trust and by the Debtor individually to the Creditor simultaneous therewith. The Mortgage was duly perfected by recording with the Hampden County Registry of Deeds at Book 6694, Page 311. A copy of the Note and Mortgage are attached hereto and Marked as Exhibits "A" and "B".

5. As of the August 20, 1990 the total amount due under the Note and Mortgage was \$211,981.07 including principal and accrued interest and late charges. Interest continues to accrue on the unpaid principal balance at the rate of \$60.15 per day. The Debtor owes additional sums for legal fees and costs in connection with the Creditor's attempts to collect the Note and foreclose the Mortgage.

6. In addition to the Mortgage to the Creditor each of Unit Nos. 2C, 3C and 10F is subject to a second Mortgage in the original principal sum of \$9,600.00 given to Renaissance Realty Trust, and Unit No. 4A is subject to a second Mortgage in the original principal sum of \$9,000.00 given to Renaissance Realty Trust.

7. Based upon the Debtor's schedule of liabilities the Units are also subject to liens for unpaid real estate taxes and unpaid condominium common area charges, both in undetermined amounts.

8. The Creditor has obtained an appraisal of the Units which estimates the aggregate fair market value for the Units to be \$221,000.00 as of August 10, 1990. A copy of the appraisal is attached hereto as Exhibit "C".

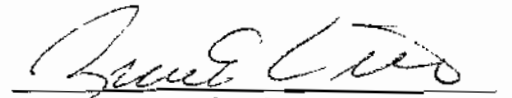
9. Based on the value of the Units and the total amount of

the encumbrances thereon, the Debtor has no equity in the Units.

WHEREFORE the Creditor prays that this Court:

1. Enter an order granting the Creditor Relief from the Automatic Stay of 11 U.S.C. Section 362(a) so that the Creditor may foreclose its mortgage on the Units pursuant to the laws of the Commonwealth of Massachusetts and exercise any and all other rights pursuant to its mortgage; or
2. Grant such other order and relief as may be just.

Framingham Savings Bank
By its Attorney


Bruce E. Linsky
SHOCKET & DOCKSER
One Apple Hill, Suite 225
Post Office Box 8007
Natick, MA 01760
(617) 237-6170
BMA #03757

Dated: August 21, 1990

EXHIBIT "A"

ADJUSTABLE RATE NOTE
(1 Year Treasury Index—Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

.....November 20....., 1987..... Framingham..... Massachusetts.....
[City] [State]
Units 2C, 3C, 4A, and 10F at
2, 3, 4, & 10, Maple Crest Circle, Holyoke, MA 01040
respectively, [Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 201,200.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is FRAMINGHAM SAVINGS BANK

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 11.00%. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) 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 January 1, 1988. 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 December 1, 2017, 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 600 Worcester Road, Framingham, MA 01701 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 1,916.08. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of March, 1989, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Three and 00/100 percentage points (3.00%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 13.00% or less than 9.00%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 16.00%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

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

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

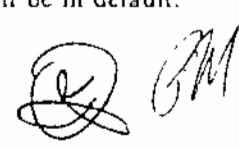
7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 3.00% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

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(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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. ~~Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.~~

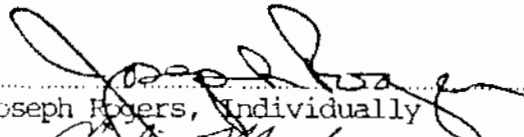
~~To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.~~

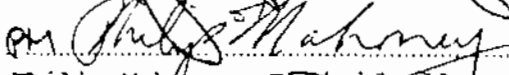
If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. 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.

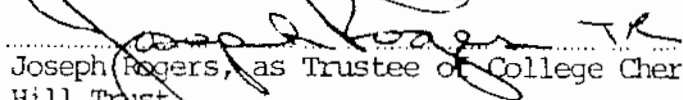
If Borrower has not been in default of any of the terms of this Note and the Mortgage which secures the same, Lender agrees to partially release as many as three of the Units so mortgaged from the terms of said Mortgage upon payment by Borrower to Lender of a partial release consideration per Unit as follows:

<u>Unit Number</u>	<u>Partial Release Consideration</u>
2C	\$51,120.00
3C	51,120.00
4A	47,920.00
10F	51,120.00

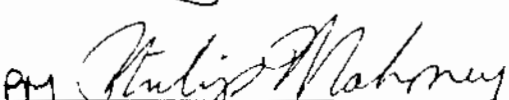
WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

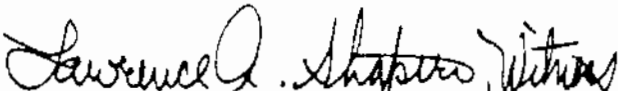
 (Seal)
Joseph Rogers, Individually Borrower

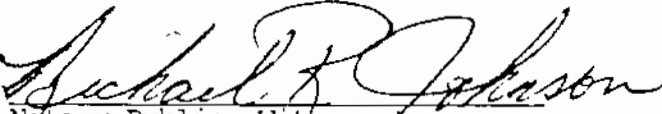
 (Seal)
Philip Mahoney, Individually Borrower

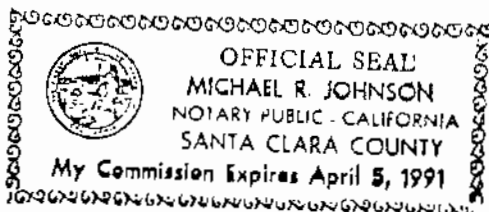
 (Seal)
Joseph Rogers, as Trustee of College Cherry Hill Trust Borrower

[Sign Original Only]

 (Seal)
Philip Mahoney, as Trustee of College Cherry Hill Trust


Lawrence A. Shapiro, Witness to
Joseph Rogers, both Individually
and as Trustee


Notary Public, Witness to
Philip Mahoney, both Individually
and as Trustee
My commission expires



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86711

MORTGAGE

Joseph Rogers and Philip Mahoney
: Trustees of College Cherry
: Trust
: Trust

to

FRAMINGHAM SAVINGS BANK

PROPERTY
Units 2C, 3C, 4A, and 10F at
3, 4, and 10 Maple Crest
Circle, Holyoke, MA 01040
*respectively.RETURN TO
Shapiro & Shapiro
O. Box 586
Framingham, MA 01701

[Space Above This Line for Recording Data]

86711
MORTGAGE

BOOK 6694 PAGE 311

THIS MORTGAGE ("Security Instrument") is given on November 20, 1987. The mortgagor is Joseph Rogers and Philip Mahoney, as Trustees of College Cherry Hill Trust under*** ("Borrower"). This Security Instrument is given to FRAMINGHAM SAVINGS BANK, which is organized and existing under the laws of Massachusetts, and whose address is 600 Worcester Road, Framingham, Massachusetts 01701 ("Lender"). Borrower owes Lender the principal sum of Two Hundred One Thousand Two Hundred and 00/100 Dollars (U.S. \$201,200.00). 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 December 1, 2017. 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 Hampden County, Massachusetts:

See attached Addendum "A" which is incorporated herein by reference for description and encumbrances.

***Declaration of Trust dated December 23, 1986 and recorded with Hampden County Registry of Deeds herewith

Units 2C, 3C, 4A, and 10F at
which has the address of 2, 3, 4, and 10 Maple Crest Circle, Holyoke, Massachusetts 01040, respectively, (City)
[Zip Code] ("Property Address").

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

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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.

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The GRANTEES acquire the UNITS with benefit of, and subject to, the provisions of Massachusetts General Laws Chapter 183A, relating to condominiums, as that statute is written as of the date hereof, the Master Deed, the Condominium Trust and the By-laws therein contained and any rules and regulations from time to time adopted thereunder, and all matters of record stated or referred to in the Master Deed as completely as if each were fully set forth herein; and subject to real estate taxes attributable to the UNITS which are not yet due and payable.

The UNITS are conveyed subject to the following:

1. Rights granted to New England Telephone and Telegraph Company as set forth in an instrument dated September 11, 1970, recorded with said Deeds, Book 3536, Page 407.
2. Right of way as set forth in deed from Mary C. Walsh to W. J. Walsh & Sons, Inc., dated November 18, 1948, recorded with said Deeds, Book 1968, Page 426.
3. Easements and right of way as set forth in deed from Oxford Realty Trust to George J. Lee, et ux, dated July 24, 1984 recorded with said Deeds, Book 5667, Page 63.
4. Subject to rights of way as recited in the following instruments:
 - a. Instrument dated May 4, 1970 recorded with said Deeds, Book 3504, Page 317.
 - b. Instrument dated May 20, 1971 recorded with said Deeds, Book 3579, Page 163.
 - c. Instrument dated May 27, 1971 recorded with said Deeds, Book 3589, Page 27.
5. Restrictions of record recorded in two instruments: one dated January 11, 1953, recorded with said Deeds, Book 2156, Page 321 and one dated November 13, 1948, recorded with said Deeds, Book 1968, Page 426.

For Grantors' title see Unit Deed from R. Gunnar Gilbert and George J. Leontire, Trustees of Renaissance Realty Trust to Grantors to be recorded herewith.

RECEIVED

NOV 27 1987

AT 2:36 PM AND
REG'D FROM THE ORIGINAL

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.

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NON-UNIFORM COVENANTS . . . owner 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 ☒ 1-4 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.

COLLEGE CHERRY HILL TRUST:
BY: Joseph Rogers (Seal)
Joseph Rogers, as Trustee
BY: Philip Mahoney (Seal)
Philip Mahoney, as Trustee

[Space Below This Line For Acknowledgment]

State of California
County of San Jose

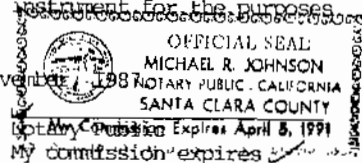
I, Michael R. Johnson, a Notary Public in and for said county and state do hereby certify that Philip Mahoney, as Trustee personally appeared before me and is known or proved to me to be the person who, being informed of the contents of the foregoing instrument, has executed same, and acknowledged said instrument to be his free and voluntary act and deed and that he executed said instrument for the purposes and uses therein set forth.

Witness my hand and official seal this 18 day of November, 1987

STATE OF Massachusetts

COUNTY OF Middlesex

SS:



I, Lawrence A. Shapiro, a Notary Public in and for said county and state, do hereby certify that Joseph Rogers, as Trustee, personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be his free and voluntary act and deed and that he executed said instrument for the purposes and uses therein set forth.
(he, she, they)

Witness my hand and official seal this 20th day of November, 1987.

My Commission Expires:

November 21, 1991

Lawrence A. Shapiro Notary Public

This instrument was prepared by Shapiro & Shapiro, Attys.

44771

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MULTI-STATE 1-4 FAMILY RIDER

1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 20th day of November 19 87...
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed
(the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
FRAMINGHAM SAVINGS BANK (the "Lender")
of the same date and covering the property described in the Security Instrument and located at:
Units 2C, 3C, 4A, and 10F at
2, 3, 4, and 10 Maple Crest Circle, Holyoke, MA 01040
respectively, (Property Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

B. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

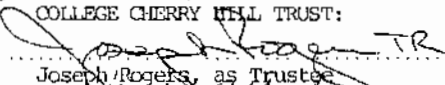
Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

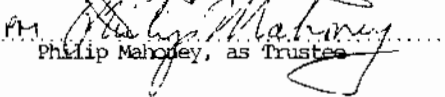
Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

COLLEGE CHERRY HILL TRUST:

BY:  (Seal)
Joseph Rogers, as Trustee Borrower

BY:  (Seal)
Philip Mahoney, as Trustee Borrower

ADJUSTABLE RATE RIDER
(1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 20th day of November, 1987, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to FRAMINGHAM SAVINGS BANK (the "Lender") of the same date and covering the property described in the Security Instrument and located at:
Units 2C, 3C, 4A, and 10F at
2, 3, 4, and 10 Maple Crest Circle, Holyoke, MA 01040
respectively, (Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 11.00%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of March, 1989, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Three and 00/100 percentage points (3.00%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 13.00% or less than 9.00%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 16.00%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

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

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition of Lender's consent to the loan assumption. Lender may require the transferee to sign an assumption agreement acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

COLLEGE CHERRY HILL TRUST:

BY: Joseph Rogers (Seal)
Joseph Rogers, as Trustee -Borrower

BY: Philip Mahoney (Seal)
Philip Mahoney, as Trustee -Borrower

NDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 20th day of November, 19 87, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to FRAMINGHAM SAVINGS BANK (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: Units 2C, 3C, 4A, and 10F at 2, 3, 4, & 10 Maple Crest Circle, Holyoke, MA 01040 respectively, (Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

CHERRY HILL ESTATES

(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows.

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

COLLEGE CHERRY HILL TRUST:

BY: Joseph Rogers, Jr. (Seal)
Joseph Rogers, as Trustee

BY: Philip Mahoney (Seal)
Philip Mahoney, as Trustee

ADDENDUM A

UNIT: 2C PERCENTAGE INTEREST: 1.18% AREA: 723+ SQ.FT.
Building 1

UNIT POST OFFICE ADDRESS: 2 Maple Crest Circle, Unit 2C
Holyoke, MA 01040

UNIT: 3C PERCENTAGE INTEREST: 1.18% AREA: 723+ SQ.FT.
Building 3

UNIT POST OFFICE ADDRESS: 3 Maple Crest Circle, Unit 3C
Holyoke, MA 01040

UNIT: 4A PERCENTAGE INTEREST: 1.10% AREA: 717+ SQ.FT.
Building 1

UNIT POST OFFICE ADDRESS: 4 Maple Crest Circle, Unit 4A
Holyoke, MA 01040

UNIT: 10A PERCENTAGE INTEREST: 1.13% AREA: 733+ SQ.FT.
Building 2

UNIT POST OFFICE ADDRESS: 10 Maple Crest Circle, Unit 10A
Holyoke, MA 01040

THE UNIT DEEDS OF ABOVE CHERRY HILL ESTATES CONDOMINIUM TRUST (THE "CONDOMINIUM") created by KENNETH J. GUNNAR, dated December 23, 1986 and recorded with the Hampden County Registry of Deeds at Book 6399, Page 513, as amended, in accordance with the provisions of Massachusetts General Laws Chapter 183A.

THE UNITS contain the AREA listed above and are laid out as shown on a plan recorded with the Unit Deed from K. Gunnar Gillberg and George J. Leontice, Trustees of Renaissance Realty Trust, to Grantors to be recorded herewith which is a copy of a portion of the plans filed with the Master Deed and to which is affixed verified statement in the form provided for in M.G.L. c. 183A, Section 9.

THE UNITS are conveyed together with the above PERCENTAGE INTEREST (a) in the common areas and facilities of the Condominium, as described in the Master Deed, and (b) in the Cherry Hill Estates Condominium Trust, as amended, (the "Condominium Trust"), dated December 23, 1986 and recorded with said District Registry of Deeds at Book 6399, Page 545. The UNITS are also conveyed together with the benefit of and subject to the terms and conditions set forth in the Unit Deed from K. Gunnar Gillberg and George J. Leontice, Trustees of Renaissance Realty Trust, to Grantors to be recorded herewith.

THE UNITS are to be used only for residential purposes and for no other purposes, except as may be expressly permitted by the Trustees in accordance with the provisions of the Cherry Hill Estates Condominium Trust. The UNITS are also subject to the restrictions contained in the Master Deed and the Condominium Trust which are hereby incorporated by reference.



REMIS ASSOCIATES INC.

REAL ESTATE
APPRAISERS & CONSULTANTS

Addendum
2C, 3C, 4A and 10F
Maple Crest Circle
Holyoke, MA 01040

This appraisal is based on information gathered from the client, property manager and an external inspection of the subject property. The appraiser did not physically inspect any of the above referenced units.

Assessors records show the subject property contains 16.59 acres. The developer claims 5.90 acres of the 16.59 is not part of Cherry Hills. This does not effect value, however the appraiser recommends clarification of this situation.

The subject property consists of two phases, phase one was built in 1972 and consists of 87 units. Phase two consists of 97 units and was completed in December of 1989.

The appraiser was unable to find any units from phase one listed with local real estate brokers, however this does not mean that there are no units for sale in phase one. Phase two has been marketed for over 1 year with no sales to date.

Parking for the subject property is on a first come first serve basis. There is no assigned or deeded parking.

The current market for condominiums in Holyoke and surrounding towns is oversupplied and very slow. The lack of sales in phase two of the subject property is typical of the area. The 1989 Multiple Listing Service, listed only 14 condominium sales in Holyoke and surrounding towns. Most of these units were of Townhouse style. Due to this scarcity of sales information the sales used are located in neighboring South Hadley. A one bedroom unit was also necessary to use due to lack of recent 2 bedroom sales.

Based on the attached appraisal report for unit 2C, the value estimates for units 3C, 4A, and 10F are as follows. Unit 3C is identical to 2C and is therefore of similar value. Unit 4A contains 717sf and is located in the basement. The basement location adjustment would be a negative \$4,000, no adjustment for square footage. Unit 10F is identical to the subject except for floor location. The second floor is considered to be the most desirable and therefore has been adjusted \$1,000.

Estimated Market Value

2C	\$56,000
3C	\$56,000
4A	\$52,000
10F	\$57,000

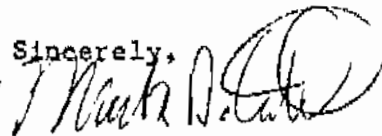
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Addendum - Page 2

Due to current stated market conditions a "Liquidation Price" could bring 15-20% loss in value.

If you have any further questions, please don't hesitate to call me.

Sincerely,



Mark D. Cahill

Borrower <u>Joseph Rogers & Philip Mahoney</u>		Census Tract <u>8120</u>	Map Reference <u>22AB</u>
Unit No. <u>C</u>	Address <u>2 Maple Crest Circle</u>	Project Name/Phase No. <u>Cherry Hill Estates</u>	
City <u>Holyoke</u>	County <u>Hamden</u>	State <u>MA</u>	Zip Code <u>01040</u>
Actual Real Estate Taxes \$ <u>499.70</u>	(yr.) Sales Price \$ <u>NA</u>	Property Rights Appraised ☒ Fee ☐ Leasehold	
Loan Charges to be Paid by Seller \$ <u>NA</u>	Other Sales Concessions \$ <u>NA</u>		
Lender/Client <u>Framingham Savings Bank</u>	Lenders Address <u></u>	Instructions to Appraiser <u>Estimate Market Value</u>	
Occupant <u>Tenant</u>	Appraiser <u>Mark Cahill</u>	FHLMC 465 Addendum A required ☐	FHLMC 465 Addendum B required ☐
Location ☒ Urban ☐ Suburban ☐ Rural		NEIGHBORHOOD RATING	
Built Up ☒ Over 75% ☐ 25% to 75% ☐ Under 25%	Growth Rate ☒ Fully Developed ☐ Rapid ☐ Steady ☐ Slow	Adequacy of Shopping	Good ☒ Avg ☐ Fair ☐ Poor ☐
Property Values ☐ Increasing ☒ Stable ☐ Declining	Demand/Supply ☐ Shortage ☒ Balance ☐ Oversupply	Employment Opportunities	☒ ☐ ☐ ☐
Marketing Time ☐ Under 3 Mos ☒ 4-6 Mos ☐ Over 6 Mos	Present Land Use ☐ % 1 Family ☐ % 2-4 Family ☐ % Apts ☐ % Condo	Recreational Facilities	☒ ☐ ☐ ☐
Change in Present Land Use ☐ Not Likely ☐ Likely ☐ Taking Place	Predominant Occupancy ☒ Owner ☐ Tenant ☐ % Vacant	Advisory of Utilities	☒ ☐ ☐ ☐
Condominium Price Range \$ <u>50,000</u> to \$ <u>80,000</u>	Age <u>new</u> yrs. to <u>18</u>	Properly Comprehensibility	☒ ☐ ☐ ☐
Single Family Price Range \$ <u>50,000</u> to \$ <u>130,000</u>	Age <u>new</u> yrs. to <u>100</u>	Protection from Delinquent Conditions	☒ ☐ ☐ ☐
Describe potential for additional Condo/PUD units in nearby area <u>Municipal</u>		Police and Fire Protection	☒ ☐ ☐ ☐
restrictions to convert are in effect, so potential for add'l units is limited.		General Appearance of Proportion	☒ ☐ ☐ ☐
NOTE: FHLMC/FHMA do not consider race or the racial composition of the neighborhood to be reliable appraisal factors.		Appeal to Market	☒ ☐ ☐ ☐
Describe those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise, view, mkt. area, population size and financial ability)		Public Transportation	Distance <u>1 block</u> Access or Convenience ☒ ☐ ☐ ☐
The subject nqhb consists of a homogenous mixture of dwell. Holyoke Comm. College & Holyoke Soldiers Home are part of the surrounding neighborhood.		Employment Centers	<u>2 mi</u> ☒ ☐ ☐ ☐
Lot Dimensions (if PUD) <u>16.59</u>	Corner Lot ☐	Neighborhood Shopping	<u>1/2 mi</u> ☒ ☐ ☐ ☐
Zoning Classification <u>RM20 (multifam dwellings)</u>	Project Density When Completed as Planned <u>11</u> Units/Acre	Grammar Schools	<u>1/2 mi</u> ☒ ☐ ☐ ☐
Highest and Best Use: ☐ Present use ☒ Other (specify)	Present improvements ☒ do ☐ do not conform to zoning regulations	Freeway Access	<u>1/4 mi</u> ☒ ☐ ☐ ☐
Elec. ☒	Other (Describe)	OFF-SITE IMPROVEMENTS	
Gas ☒		Project Ingress/Egress (adequacy) <u>Good</u>	
Water ☒		Type <u>slopes up frm strt</u>	
San. Sewer ☒		Size/Shape <u>Average /Irregular</u>	
Underground Elec. & Tel.		View Amenity <u>Nghbd dwellings</u>	
		Drainage/Flood Conditions <u>Appears to be adequate</u>	
		Is the property located in a HUD identified Special Flood Hazard Area? ☐ No ☐ Yes	
Comments (including any easements, encroachments or other adverse conditions) <u>There were no adverse easements, encroach or adverse conditions noted. Flood map #250142 0005 B "C"</u>		PROJECT RATING	
Existing ☒ Approx. Year Built <u>72</u> Original Use <u>Apartments</u>		Good ☒ Avg ☐ Fair ☐ Poor ☐	
TYPE ☒ Condo ☐ PUD ☐ Converted (19 <u>86</u>)		Location	
PROJECT ☒ Proposed ☐ Under Construction		General Appearance	
☒ Elevator		Amenities and Recreational Facilities	
☒ Row or Town House		Density (units per acre)	
☒ Primary Residence		Unit Mix	
If Completed: No. Phases <u>2</u> No. Units <u>184</u> No. Sold <u>87</u>		Quality of Constr. (mat'l & finish)	
If Incomplete: Planned No. Phases <u>NA</u> No. Units <u>NA</u> No. Sold <u>NA</u>		Condition of Exterior	
Units in Subject Phases: Total <u>87</u> Completed <u>87</u> Sold <u>87</u> Rented <u>87</u>		Condition of Interior	
Approx. No. Units or Sale: Subject Project <u>*97</u> Subject Phase <u>2</u>		Appeal to Market	
Exterior Wall <u>Brick</u> Roof Covering <u>Asphalt/shgl</u> Security Features <u>Intercom</u>			
Elevator No. <u>NA</u> Adequacy & Condition <u>NA</u> Soundproofing: Vertical <u>Average</u> Horizontal <u>Average</u>			
Parking: Total No. Spaces <u>270</u> Ratio <u>1.5</u> Spaces/Unit Type <u>Open</u> No. Spaces for Guest Parking <u>42</u>			
Describe common elements or recreational facilities <u>clubhouse, pool</u>			
Are any common elements, rec. facilities or parking leased to Owner Assoc? <u>No</u>		If yes, attach addendum describing rental, terms and options	
☒ Existing ☐ Proposed ☐ Under Constr. Floor No. <u>1</u> Unit Livable Area <u>723</u> Basement <u>NA</u> % Finished <u>NA</u>		UNIT RATING	
Parking for Unit: No. <u>*</u> Type <u>Open</u> Assigned ☐ Owned ☐		Good ☒ Avg ☐ Fair ☐ Poor ☐	
Room List: Foyer ☐ Liv ☐ Din ☐ Kit ☐ Bdrm ☐ Bath ☐ Fam ☐ Rec ☐ Landry ☐ Other ☐		Condition of Improvement	
Basement: ☐		Room Sizes and Layout	
1st Level: ☒		Adequacy of Closets and Storage	
2nd Level: ☐		Kit, Equip. Cabinets & Workspace	
Floors: ☒ Hardwood ☒ Carpet over <u>sfblr</u>		Plumbing - Adequacy and Condition	
Interior Walls: ☒ Drywall ☐ Plaster		Electrical - Adequacy and Condition	
Trim/Finish: ☒ Good ☐ Average ☐ Fair ☐ Poor		Adequacy of Soundproofing	
Bath Floor: ☒ Ceramic ☐ Whtscot. ☒ Ceramic		Adequacy of Insulation	
Windows (type) <u>Dble hung</u>		Location within Project or View	
Kitchen Equipment: ☒ Refrigerator ☒ Range/Oven ☒ Fan/Hood ☒ Washer ☒ Dryer		Overall Livability	
☒ Intercom ☒ Dishwasher ☒ Microwave ☒ Compactor		Appeal and Marketability	
HEAT: Type <u>Baseboard</u> Fuel <u>Electric</u> Cond <u>Average</u>		Est. Effective Age <u>5</u> to <u>7</u> yrs	
AIR COND: ☐ Central ☒ Wall ☒ Adequate ☐ Inadequate		Est. Remaining Economic Life <u>5.3</u> to <u>5.5</u> yrs	
☐ Earth Sheltered Housing Design ☐ Solar Design/Landscape ☐ Solar Space Heat/Air Cond. ☐ Solar Hot Water			
☐ Flue Damper ☐ Elec./Mech. Gas Furn. Ignition ☐ Auto Selfback Thermostat ☐ Dble/Triple Glazed Windows ☐ Caulk/Weatherstripping			
INSULATION (state R-Factor if known) ☒ Walls ☒ Ceiling ☐ Floor ☐ Roof/Attic ☐ Water Heater			
If rehab proposed, do plans and specs provide for adequate energy conservation? <u>NA</u>		If no, attach description of modification needed.	
ENERGY EFFICIENCY APPEARS: ☐ High ☒ Adequate ☐ Low		Energy Audit: ☐ Yes (attach, if available) ☒ No	
COMMENTS (special features, functional or physical inadequacies, modernization or repairs needed etc.) <u>* See Addendum.</u>			

Unit Charge \$ 93.42/Mo. x 12 = \$ 1,121.04/yr. 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

Utilities included in unit charge: ☐ None ☐ Heat ☐ Air Cond. ☐ Electricity ☐ Gas ☒ Water ☒ Sewer

Note any fees, other than regular Condo/PUD charge fee of facilities: ☐ High ☒ Medium ☐ Low ☐ Inadequate

To properly maintain the project and provide the services anticipated, the budget appears: ☐ High ☒ Reasonable ☐ Low

Compared to other competitive projects of similar quality and design, subject unit charge appears: ☐ High ☒ Reasonable ☐ Low

Management Group: ☐ Owners Association ☐ Developer ☐ Management Agent (identify) Renaissance Realty

Quality of Management and its enforcement of Rules and Regulations appears: ☐ Superior ☐ Good ☒ Adequate ☐ Inadequate

Special or unusual characteristics in the Condo/PUD Documents or otherwise known to the appraiser that would affect marketability (if none, so state)

No current budget seen.

Comments % of common interest = .52%

NOTE: FHLMC does not require the cost approach in the appraisal of condominium or PUD units

Cost Approach (to be used only for detached, semi-detached, and town house units)

Reproduction Cost New 723 Sq. Ft. @ \$ per Sq. Ft. = \$

Less Depreciation Physical \$ Functional \$ Economic \$

Depreciated Value of Improvements:

Add Land Value (if leasehold, show only leasehold value—attach calculations)

Pro-rata Share of Value of Amenities

Total Indicated Value: ☐ FEE SIMPLE ☐ LEASEHOLD

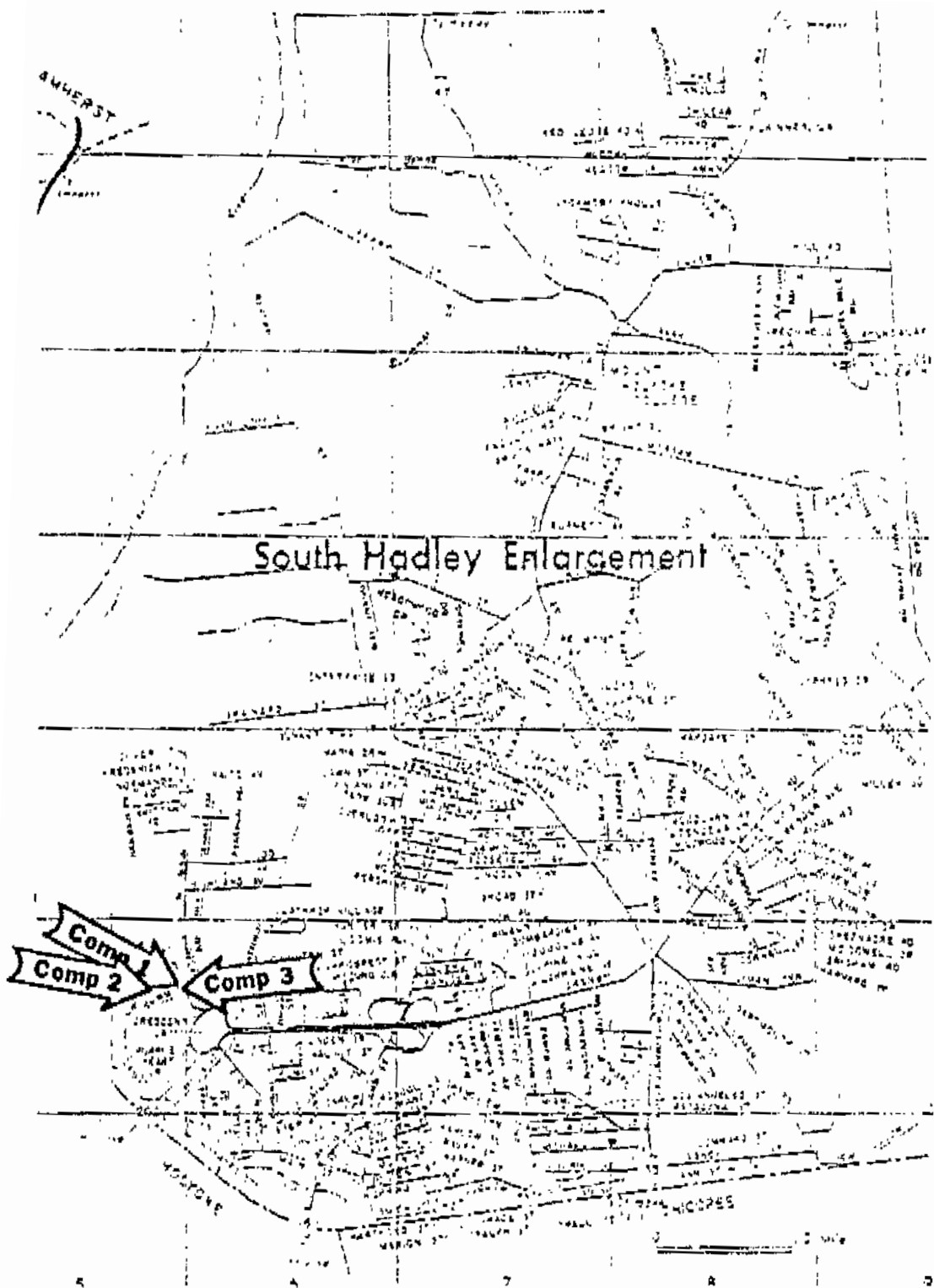
Comments regarding estimate of depreciation and value of land and amenity package: not applicable due to garden style

The appraiser, whenever possible, should analyze two comparable sales from within the subject project. However, when appraising a unit in a new or newly converted project at least two comparables should be selected from outside the subject project. In the following analysis, the comparable should always be adjusted to the subject unit and not vice versa. If a significant feature of the comparable is superior to the subject unit, a minus (-) adjustment should be made to the comparable. If such a feature of the comparable is inferior to the subject, a plus (+) adjustment should be made to the comparable.

LIST ONLY THOSE ITEMS THAT REQUIRE ADJUSTMENT

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address—Unit No.	2C Maple Crest Circle	50-41W. Summit St. S. Hadley	58-41W. Summit St. S. Hadley	28-39W. Summit St. S. Hadley
Project Name	Crest Circle	S. Hadley	S. Hadley	S. Hadley
Proximity to Sub.	Next town	Next town	Next town	Next town
Sales Price	\$ NA	\$ 74,500	\$ 80,000	\$ 56,500
Price/Living Area	\$ N/A	\$ 86.83/Sq. Ft.	\$ 93.24/Sq. Ft.	\$ 67.58/Sq. Ft.
Date Source	Ext. insp.	Assessors	Assessors	Assessors
Date of Sale and Time Adjustment	8/10/90	3/22/90 -3.700	10/31/89 -8.000	5/15/90
Location	good	similar	similar	similar
Site/View	1st fl/avg	1st fl/avg	1st fl/avg	2nd fl/avg -1.000
Design and Appeal	flat/avg	flat/avg	flat/avg	flat/avg
Quality of Constr.	good	good	good	good
Age	18 yrs	3 yrs	3 yrs	15 yrs
Condition	average	sup. 10% -7.100	sup. 10% -7.200	similar
Living Area, Room Count & Total	Total: 4 Brms: 1 Bath: 2	Total: 4 Brms: 1 Bath: 2	Total: 4 Brms: 1 Bath: 2	Total: 3 Brms: 1 Bath: 1
Gross Living Area	723 Sq. Ft.	858 Sq. Ft. -5.400	858 Sq. Ft. -5.400	836 Sq. Ft. -4.500
Basement & Bmtl.	NA	NA	NA	NA
Finished Rooms	average	average	average	sl. inf +5.000
Functional Utility	average	average	average	central -500
Air Conditioning	wall	wall	wall	average
Storage	average	average	average	open
Parking Facilities	open	open	open	open
Common Elements and Recreation Facilities	clubhouse	None -1.000	none -1.000	none -1.000
Mo. Assessment	pool	pool	pool	pool
Mo. Assessment	93.42	85.00	85.00	75.00
Leasehold/Fee	fee	fee	fee	fee
Special Energy Efficient Items	none	none	none	none
Other (eg. fireplaces, kitchen equip., remodeling)	none	Balcony -1.000	Balcony -1.000	none
Sales or Financing Concessions	NA	none known	none known	none known
Net Adj. (total)		Plus X Minus \$ -18.200	Plus X Minus \$ -22.600	Plus X Minus \$ -2.000
Indicated Value of Subject		\$ 56.300	\$ 57.400	\$ 54.500
Comments on Market Data Analysis	Comps 1 & 2 adj 5 and 10% respectively for time. Comp 3 for fl. loc. Comp 1 & 2 for sup. cond., younger eff. aces. after time adj. GLA adj. at \$40. Comp 3 functional utility for 1 bedroom.			
INDICATED VALUE BY MARKET DATA APPROACH	\$ 56,000			
INDICATED VALUE BY INCOME APPROACH	(if applicable) Economic Market Rent \$ 500 /Mo. x Gross Rent Multiplier 114 = \$ 57,000			
This appraisal is made	☒ "as is" ☐ subject to repairs, alterations, or conditions listed below ☐ subject to completion per plans and specifications			
Comments and Conditions of Appraisal:	See Addendum			
Final Reconciliation	In arriving at the final value estimate for the subject property most weight is to the Market Data app. Cost app. is N/A due to garden style. GRM is supportive of the Market Data Approach.			
Construction Warranty	☐ Yes ☒ No Name of Warranty Program: Warranty Coverage Expires:			
This appraisal is based upon the above requirements, the certification, contingent and limiting conditions and Market Value definition that are stated in	☐ FHLMC Form 439 (Rev. 7/88) FHMA Form 100 (Rev. 7/88) used with client ☒ attached			
ESTIMATE THE MARKET VALUE, AS DEFINED OF SUBJECT PROPERTY AS OF	August 10, 1990 to be \$ 56,000			
Appraiser(s)	[Signature] Review Appraiser (if applicable) [Signature]			
Date Report Signed	8-16-90			

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PHOTOGRAPH ADDENDUM

Borrower/Client	ROGERS & MAHONEY		
Property Address	20 MAPLE CREST CIRCLE		
City	HOLYOKE	County	HAMPDEN
		State	MA
Lender	FRAMINGHAM SAVINGS BANK		
		Zip Code	01040



FRONT OF
SUBJECT PROPERTY



REAR OF
SUBJECT PROPERTY



STREET SCENE

PHOTOGRAPH ADDENDUM

Borrower/Client	ROGERS & MAHONEY				
Property Address	20 MAPLE CREST CIRCLE				
City	HOLYOKE	County	HAMPDEN	State	MA
Zip Code	01040				
Lender	FRAMINGHAM SAVINGS BANK				



COMPARABLE
SALE #1



COMPARABLE
SALE #2



COMPARABLE
SALE #3

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue influences. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

CERTIFICATION AND STATEMENT OF LIMITING CONDITIONS

CERTIFICATION: The Appraiser certifies and agrees that:

1. The Appraiser has no present or contemplated future interest in the property appraised; and neither the employment to make the appraisal, nor the compensation for it, is contingent upon the appraised value of the property.
2. The Appraiser has no personal interest in or bias with respect to the subject matter of the appraisal report or the participants to the sale. The "Estimate of Market Value" in the appraisal report is not based in whole or in part upon the race, color, or national origin of the prospective owners or occupants of the property appraised, or upon the race, color or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.
3. The Appraiser has personally inspected the property, both inside and out, and has made an exterior inspection of all comparable sales listed in the report. To the best of the Appraiser's knowledge and belief, all statements and information in this report are true and correct, and the Appraiser has not knowingly withheld any significant information.
4. All contingent and limiting conditions are contained herein (imposed by the terms of the assignment or by the undersigned affecting the analyses, opinions, and conclusions contained in the report).
5. This appraisal report has been made in conformity with and is subject to the requirements of the Code of Professional Ethics and Standards of Professional Conduct of the appraisal organizations with which the Appraiser is affiliated.
6. All conclusions and opinions concerning the real estate that are set forth in the appraisal report were prepared by the Appraiser whose signature appears on the appraisal report, unless indicated as "Review Appraiser." No change of any item in the appraisal report shall be made by anyone other than the Appraiser, and the Appraiser shall have no responsibility for any such unauthorized change.

CONTINGENT AND LIMITING CONDITIONS: The certification of the Appraiser appearing in the appraisal report is subject to the following conditions and to such other specific and limiting conditions as are set forth by the Appraiser in the report.

1. The Appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the Appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
2. Any sketch in the report may show approximate dimensions and is included to assist the reader in visualizing the property. The Appraiser has made no survey of the property.
3. The Appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made therefor.
4. Any distribution of the valuation in the report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.
5. The Appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The Appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors.
6. Information, estimates, and opinions furnished to the Appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the Appraiser can be assumed by the Appraiser.
7. Disclosure of the contents of the appraisal report is governed by the Bylaws and Regulations of the professional appraisal organizations with which the Appraiser is affiliated.
8. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to the property value, the identity of the Appraiser, professional designations, reference to any professional appraisal organizations, or the firm with which the Appraiser is connected), shall be used for any purposes by anyone but the client specified in the report, the borrower if appraisal fee paid by same, the mortgagee or its successors and assigns, mortgage insurers, consultants, professional appraisal organizations, any state or federally approved financial institution, any department, agency, or instrumentality of the United States or any state or the District of Columbia, without the previous written consent of the Appraiser; nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the Appraiser.
9. On all appraisals, subject to satisfactory completion, repairs, or alterations, the appraisal report and value conclusion are contingent upon completion of the improvements in a workmanlike manner.

Date: 8/10/90 Appraiser(s): [Signature]
Freddie Mac Form 435 JUL 88 HPM80 Form and Worksheet incorporated 315 Wb. New Haven CT 06511 1 (800) 243-4545 788
Fannie Mae Form 1004B JUL 88

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UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MASSACHUSETTS

IN RE:

JOSEPH ROGERS

Debtor

CHAPTER 7

CASE NO. 89-13383-JNG

CERTIFICATE OF SERVICE

I, Bruce E. Linsky, Attorney for the moving party, hereby certify that I have caused the within Motion for Relief to be served upon the interested parties by mailing a copy of same, postage prepaid, first class mail to:

United States Trustee
Room 472
O'Neill Federal Office Building
Boston, MA 02109

Internal Revenue Service
ATTN: Chief, Special Procedures
Staff
JFK Building
P. O. Box 9106
Boston, MA 02203

Mass. Dept. of Revenue
Bankruptcy Unit
215 First Street
Cambridge, MA 02142

Tax Collector
City Hall
Holyoke, MA 01040

Jeffrey A. Kitaeff
Office of Jeffrey A. Kitaeff
805 Turnpike Street, Suite 201
North Andover, MA 01845

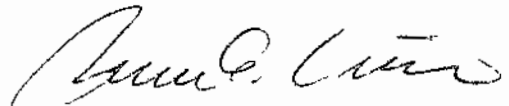
Joseph Rogers
140 Dudley Lane
Milton, MA 02186

Richard Hackel, Esq.
30 Winter Street
Boston, MA 02108

Renaissance Realty Trust
66 Long Wharf
Boston, MA 02110

Cherry Hill Condominium Assoc.
Maple Crest Circle
Holyoke, MA 01040

Signed under the Pains and Penalties of perjury this 21st day of August, 1990.


Bruce E. Linsky
SHOCKET & DOCKSER
One Apple Hill, Suite 225
Post Office Box 8007
Natick, MA 01760
(617) 237-6170
BMA #03757

SHOCKET & DOCKSER

Murray G. Shocket
Ronald D. Dockser
J. Daniel Woodyshek
Robert M. Striberg
Paul D. Gallese
Bruce E. Linsky
Alan H. Shocket*
Michael B. Rosen**
Lu-Ann C. Fiore
Alan M. Solana
Brian P. Moran

Attorneys at Law

One Apple Hill, Suite 225, (Rte. 9)

P. O. Box 8007

Natick, Massachusetts 01760-0050



Telephones

Boston Area
(617) 237-6170
235-6201

Natick Area
(508) 653-0160
Telecopier
(617) 237-0478

*Also admitted in Florida
**Also admitted in California

Of Counsel:
Robert B. Baumberg

August 20, 1990

Clerk's Office
United States Bankruptcy Court
for the District of Massachusetts
1101 Federal Office Building
10 Causeway Street
Boston, MA 02222

RE: Joseph Rogers
Chapter 7, Case No. 89-13383-JNG

Dear Sir/Madam:

Enclosed herewith please find the moving party's Motion for Relief from Automatic Stay of 11 U.S.C. Section 362 (a), along with a Certificate of Service. Also enclosed is our check in the amount of \$60.00 for the filing fee.

Kindly advise me as to when the Court will be scheduling the above listed matter for hearing so that I may promptly notify the other interested parties. Kindly date stamp the enclosed copies of this letter, Motion and Certificate of Service and return it in the envelope provided.

Thank you for your assistance with this matter.

Very truly yours,

Bruce E. Linsky

BEL:jy

Enclosures

cc: Framingham Savings Bank

Fast date for filing
9/3/90

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS
EASTERN DIVISION

IN RE: _____]
JOSEPH ROGERS, _____]
Debtor _____]
_____]

Chapter 7
Case No. 89-13383-JNG

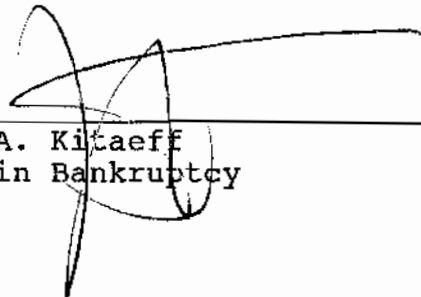
TRUSTEE'S ASSENT TO MOTION
FOR RELIEF FROM AUTOMATIC STAY
(FRAMINGHAM SAVINGS BANK)

The Trustee, Jeffrey A. Kitaeff, hereby assents to the relief requested by Framingham Savings Bank, based on the review of the Motion and Exhibits attached, it appearing thereby that there is no equity for the estate.

Very truly yours,

By

Jeffrey A. Kitaeff
Trustee in Bankruptcy



105-11111-1011
105-11111-1011
105-11111-1011

DOCKETED

SHOCKET & DOCKSER

Murray G. Shocket
Ronald D. Dockser
J. Daniel Woodyshek
Robert M. Striberg
Paul D. Galliese
Bruce E. Linsky
Alan H. Shocket*
Michael B. Rosen**
Lu-Ann C. Fiore
Alan M. Solana
Brian P. Moran

Attorneys at Law
One Apple Hill, Suite 225, (Rte. 9)
P. O. Box 8007
Natick, Massachusetts 01760-0050

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Boston Area
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235-6201

Natick Area
(508) 653-0160

Telecopier
(617) 237-0478

*Also admitted in Florida
**Also admitted in California

Of Counsel:
Robert B. Baumberg

August 27, 1990

Clerk's Office
United States Bankruptcy Court
for the District of Massachusetts
1101 Federal Office Building
10 Causeway Street
Boston, MA 02222

RE: Joseph Rogers
Chapter 7, Case No. 89-13383-JNG
Our File No. 16951B

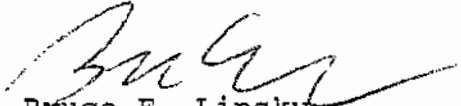
Dear Sir/Madam:

Enclosed please find the Assent of the Chapter 7 Trustee, Jeffrey A. Kitaeff, to the Motion of Framingham Savings Bank for Relief from the Automatic Stay in the above captioned case.

Kindly date stamp the enclosed copies of this letter and the Trustee's Assent and return it to me in the envelope provided.

Thank you for your assistance in this matter.

Very truly yours,


Bruce E. Linsky

BEL:jy

Enclosure

cc: Jeffrey A. Kitaeff

United States Bankruptcy Court
District of Massachusetts
Thomas P. O'Neill Federal Building
10 Causeway Street
Boston, Massachusetts 02222

Kevin Simard
3 Centre Plaza
Boston, MA 02109

Bankruptcy Case No. 89-13383
Judge: James N. Gabriel
Chapter Number: 7

In re: Joseph Rogers

Debtor(s)

NOTICE

The Court will consider and act upon the following:

Motion By Creditor Framingham Savings Bank For Relief From
Automatic Stay of 11 U.S.C. Section 362(a). C/S. .

OBJECTIONS to be filed by 9/3/90 at 4:00PM. If no objections
are filed, the motion may be acted upon without
a hearing. If an objection is filed, a
PRELIMINARY HEARING will be scheduled.

Dated: 8/22/90

ROBERT L. BINGHAM
Clerk, U. S. Bankruptcy Court

BY: Jeanette Koerner
Deputy Clerk

Notice sent to:

Kevin Simard
3 Centre Plaza
Boston, MA 02109

Jeffrey S. Ogilvie
Friedman & Atherton
28 State Street
Boston, MA 02109

William J. Hanlon
Day, Berry & Howard
260 Franklin Street
Boston, MA 02110-3109

Richard Hackel Esq.
30 Winter Street
Boston, MA 02108

Katherine et al Murphy
27 Fairmont Street
Wethersfield, CT 06109

Bruce E. Linsky
Shocket & Dockser
One Apple Hill, Suite 225
P.O. Box 8007
Natick, MA 01760-0050

Jeffrey A. Kitaeff
Interim Trustee
Office of Jeffrey A. Kitaeff
805 Turnpike Street, Suite 201
North Andover, MA 01845

Joseph Rogers
140 Dudley Lane
Milton, MA 02186

IN RE:) CHAPTER 7
)
JOSEPH ROGERS)
)
Debtor)
)

DOCKETED

CERTIFICATE OF SERVICE

I, Bruce E. Linsky, Attorney for the Framingham Savings Bank, hereby certify that I have caused the within Notice of Appearance to be served upon the interested parties by mailing a copy of same, postage prepaid, first class mail to:

United States Trustee
Room 472
O'Neill Federal Office Building
Boston, MA 02109

Internal Revenue Service
ATTN: Chief, Special Procedures
Staff
JFK Building
P. O. Box 9106
Boston, MA 02203

Mass. Dept. of Revenue
Bankruptcy Unit
215 First Street
Cambridge, MA 02142

Joseph Rogers
140 Dudley Lane
Milton, MA 02186

Richard Hackel, Esq.
30 Winter Street
Boston, MA 02108

Jeffrey A. Kitaeff
Office of Jeffrey A. Kitaeff
805 Turnpike Street, Suite 201
North Andover, MA 01845

Jeffrey S. Ogilvie
100 Cambridge Street
Boston, MA 02204

Signed under the Pains and Penalties of perjury this 31st day of July, 1990.



Bruce E. Linsky
SHOCKET & DOCKSER
One Apple Hill, Suite 225
Post Office Box 8007
Natick, MA 01760
(617) 237-6170
BMA #03757

DOCKETED

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SHOCKET & DOCKSER

Murray G. Shocket
Ronald D. Dockser
J. Daniel Woodyshek
Robert M. Striberg
Paul D. Gallese
Bruce E. Linsky
Alan H. Shocket*
Michael B. Rosen**
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Alan M. Solana
Brian P. Moran

Attorneys at Law

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(617) 237-6170
235-6201

Natick Area
(508) 653-0160
Telecopier
(617) 237-0478

*Also admitted in Florida
**Also admitted in California

Of Counsel:
Robert B. Baumberg

July 31, 1990

Clerk's Office
United States Bankruptcy Court
for the District of Massachusetts
1101 Federal Office Building
10 Causeway Street
Boston, MA 02222

RE: Joseph Rogers
Chapter 7, Case No. 89-13383-jng

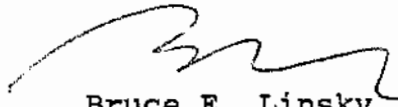
Dear Sir/Madam:

Enclosed for filing please find Notice of Appearance and Certificate of Service for the above referenced matter.

Kindly date stamp the enclosed copy of this letter, Notice and Certificate of Service and return it in the envelope provided.

Thank you for your assistance in this matter.

Very truly yours,


Bruce E. Linsky

U.S. BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS
Aug 2 1 22 PM '90
CLERK'S OFFICE

BEL:jy

Enclosure

cc: Framingham Savings Bank

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United States Bankruptcy Court

District of Massachusetts

IN RE: \$800.00 last mo's rent and
Security deposit.

CASE NO. #89-13383 JNG

DEBTOR

Joseph Rodgers

PLAINTIFF

VS

ADVERSARY PROCEEDING

NO.

DEFENDANT

A P P E A R A N C E

PLEASE ENTER MY APPEARANCE FOR Myself, Katherine T. Murphy,
Former tenants of 511 Beacon St. Apt. #2

IN THE ABOVE-ENTITLED CASE/PROCEEDING.

DATED: 7.25.1990

Katherine T. Murphy
NAME-TYPED OR PRINTED

Katherine T. Murphy
SIGNATURE

27 Fairmont St.
ADDRESS

Wethersfield, CT 06109

(203) 529-7253
TELEPHONE NUMBER

OF-21

DOCKETED

163

14

Monheimer and Hackel

a professional association

Attorneys at Law

30 Winter Street

Boston, Massachusetts 02108-3902

telephone (617) 574-9272

telecopier (617) 374-9448

April 10, 1990

Lawrence Bretta, Docket Clerk
U.S. Bankruptcy Court
1101 Thomas P. O'Neill, Jr.
Federal Office Building
10 Causeway Street
Boston, MA 02222-1074

RE: JOSEPH ROGERS
CHAPTER 7 CASE
NO. 89-13383-JNG

Dear Mr. Bretta:

I enclose herewith Motion to Amend Schedule A-3, together with check in the amount of \$20.00 for filing fees. I also enclose Change of Address form.

Will you kindly docket and file the within documents and forward Notice to Added Creditors to our office.

Thank you very much.

Very truly yours,

Richard S. Hackel /sy
Richard S. Hackel

RSH/sy

Enclosures

cc: Joseph Rogers, Debtor

All parties of service list

U.S. BANKRUPTCY COURT
DISTRICT OF MASS.

APR 13 2 12 PM '90

FILED
IN CLERK'S OFFICE

DOCKETED

164

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF
MASSACHUSETTS

CHAPTER 7 CASE
NO. 89-13383-JNG

In Re:

JOSEPH ROGERS
Debtor

MOTION TO AMEND
SCHEDULE A-3

Debtor moves to amend Schedule A-3 so as to add as additional
creditors thereon:

NAME AND ADDRESS

AMOUNT

Secure-It Self Storage
135 Old Colony Avenue
Boston, MA 02127

\$ 460.00

Auburn Circle Associates
877 Beacon Street
Boston, MA 02215

\$ 1.00

DATED in Boston, Massachusetts this 31st day of March, 1990.


Joseph Rogers


Richard S. Hackel, Esq.
(bma01989)
Monheimer and Hackel, P.A.
30 Winter Street
Boston, MA 02108
(617) 574-9272
(617) 574-9448 (fax)

DOCKETED

165 (12)

FILED
IN CLERK'S OFFICE
APR 13 2 12 PM '90
U.S. BANKRUPTCY COURT
DISTRICT OF MASS.

Auburn Circle Associates
877 Beacon Street
Boston, MA 02215

Secure-It Self Storage
135 Old Colony Avenue
Boston, MA 02127

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF
MASSACHUSETTS

CHAPTER 7 CASE
NO. 89-13383-JNG

*
In Re: *
*
JOSEPH ROGERS *
Debtor *

NOTICE OF CHANGE
OF ADDRESS OF
DEBTOR

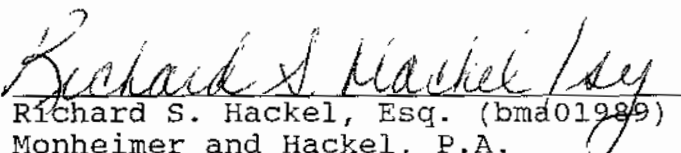
FILED
IN CLERK'S OFFICE
APR 13 2 12 PM '90
U.S. BANKRUPTCY COURT
DISTRICT OF MASS.

To the clerk of the United States Bankruptcy Court for the
District of Massachusetts:

Kindly note that the debtor has moved and his current mailing
address is as follows:

Joseph Rogers
Gordon-Conwell Seminary
Theological Seminary
Box 403-A
130 Essex Street
South Hamilton, MA 01982

April 11, 1990.


Richard S. Hackel, Esq. (bmd01989)
Monheimer and Hackel, P.A.
30 Winter Street
Boston, MA 02108
(617) 574-9272
(617) 574-9448 (fax)

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF
MASSACHUSETTS

CHAPTER 7 CASE
NO. 89-13383-JNG

In Re:

JOSEPH ROGERS
Debtor

CERTIFICATE OF
SERVICE

I, Richard S. Hackel, counsel for the above debtor, hereby certify that on April 11, 1990, I did send by first-class mail, postage prepaid, copy of the within Motion to Amend and Notice of Change of Address of Debtor form to the following named parties:

Secure-It Self Storage Creditor
135 Old Colony Avenue
Boston, MA 02127

Auburn Circle Associates Creditor
877 Beacon Street
Boston, MA 02215

Kevin J. Simard, Esq. Counsel for
Riemer & Braunstein BayBank Boston, N.A.
Three Center Plaza
Boston, MA 02108

Jeffrey S. Ogilvie, Esq. Counsel for
Friedman & Atherton Dime Savings Bank of
28 State Street New York, FSB
Boston, MA 02108

Warren Agin, Esq. Counsel for
Ferraro & Walsh Philip Mahoney
954 Cambridge Street
Cambridge, MA 02142

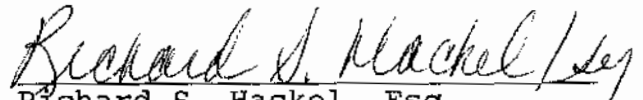
Jeffrey A. Kitaeff, Esq. Trustee
805 Turnpike Road
North Andover, MA 01810

FILED
IN CLERK'S OFFICE
APR 13 2 12 PM '90
U.S. BANKRUPTCY COURT
DISTRICT OF MASS.

Joseph Rogers
Gordon-Conwell Seminary
Box 403-A, 130 Essex Street
South Hamilton, MA 01982

Debtor

Signed under the pains and penalties of perjury, this 11th day of
April, 1990.


Richard S. Hackel, Esq.

United States Bankruptcy Court

District of Massachusetts

Robert L. Bingham, Clerk

(617) 565-6050

(FTS) 835-6050

Office of the Clerk

1101 Boston Fed. Office Bldg

10 Causeway Street

Boston, MA 02222-1074

TO THE DEBTOR OR HIS/HER COUNSEL:

Pursuant to the provisions of R1009 of the Rules of Bankruptcy Procedure, you are required to give notice of any amendment to your petition, list, schedules, statement of financial affairs, Statement of executory contracts, or Chapter 13 Statement to the trustee and any entity affected by the amendment.

The enclosed form is to be mailed by you to each creditor added to your original schedule. Upon completion of the mailing please forward a certificate of service to this office.

By the Court,
Robert L. Bingham, Clerk

Date:

By: 
Deputy Clerk

To:

170

United States Bankruptcy Court

District of Massachusetts

IN RE:

Joseph Rogers

CASE NO.

89-13383 hy

DEBTOR

NOTICE TO ADDED CREDITORS

ON 4/13/90 THE SCHEDULES OF CREDITORS FILED BY THE ABOVE-NAMED DEBTOR WERE AMENDED TO INCLUDE YOUR NAME.

A MEETING OF CREDITORS WAS HELD PURSUANT TO SECTION 341(A), TITLE 11, UNITED STATES CODE, ON 11/9/90.

COMPLAINTS OBJECTING TO THE DISCHARGE OF THE DEBTOR AND/OR TO HAVE A DEBT DECLARED NON-DISCHARGEABLE MUST BE FILED ON OR BEFORE 6/13/90.

THE TRUSTEE IN THIS CASE IS Jeffrey Litwack

IF YOU DESIRE ANY FURTHER INFORMATION, PLEASE CONTACT THE ABOVE-NAMED TRUSTEE.

BY THE COURT,

Larvenia F. Bell
DEPUTY CLERK

DATED:

4/13/90

Monheimer and Hackel

a professional association

Attorneys at Law

30 Winter Street

Boston, Massachusetts 02108-3902

telephone (617) 574-9272

telecopier (617) 574-9448

May 3, 1990

Patricia Heaney, Docket Clerk
U.S. Bankruptcy Court
1101 Thomas P. O'Neill, Jr.
Federal Office Building
10 Causeway Street
Boston, MA 02222-1074

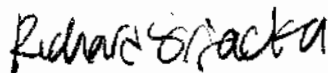
RE: JOSEPH ROGERS
CHAPTER 7 CASE
NO. 89-13383-JNG

Dear Ms. Heaney:

We enclose herewith Certificate of Service. Will you kindly docket and file.

Thank you very much.

Very truly yours,



Richard S. Hackel

RSH/sy

cc: Jeffrey A. Kitaeff, Esq.
Mr. Joseph Rogers

FILED
IN CLERK'S OFFICE
MAY 7 12 34 PM '90
U.S. BANKRUPTCY COURT
DISTRICT OF MASS.

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF
MASSACHUSETTS

CHAPTER 7 CASE
NO. 89-13383-JNG

*
In Re: *
*
JOSEPH ROGERS *
Debtor *
*

CERTIFICATE OF
SERVICE

U.S. Bankruptcy Court
District of Mass.

MAY 7 12 34 PM '90

FILED
IN CLERK'S OFFICE

I, Richard S. Hackel, counsel for the above debtor, hereby certify that on May 3, 1990, I did send by first-class mail, postage prepaid, copy of the within Notice to Added Creditors, to the following named parties:

Secure-It Self Storage Creditor
135 Old Colony Avenue
Boston, MA 02127

Auburn Circle Associates Creditor
877 Beacon Street
Boston, MA 02215

Jeffrey A. Kitaeff, Esq. Trustee
Rosenberg & Kitaeff
805 Turnpike Road
North Andover, MA 01810

Signed under the pains and penalties of perjury, this 3rd day of May, 1990.

Richard S. Hackel
Richard S. Hackel, Esq.

DOCKETED

#13 173

RIEMER & BRAUNSTEIN

COUNSELLORS AT LAW

THREE CENTER PLAZA

BOSTON, MASSACHUSETTS 02108

(617) 523-9000

TELECOPIER (617) 723-6831

BERNARD A. RIEMER
JOSEPH BRAUNSTEIN
STANLEY J. RIEMER
RICHARD B. JACOBS
HAROLD C. DULONG
PETER H. SUTTON
STEVEN T. GREENE
STEVEN J. WEINSTEIN
DAVID S. BERMAN
PAUL S. SAMSON
LAWRENCE J. CROWLEY, JR.
CHARLES R. BENNETT, JR.
ROBERT E. PAUL
JAN TORE HALL
JAMES H. LERNER
MARTHA S. FAIGEN
RONALD N. BRAUNSTEIN
ROBERT G. BUCKLEY
SAUL HAHN
JEROME A. MCCUSKER
JACOB AARON ESHER
DONALD E. ROTHMAN
MATTHEW B. BERK
BARRY G. BRAUNSTEIN
JOHN H. BECKER
JAMES S. FRANCHER

ROBERT G. ZINNERSHINE
WAYNE S. MICHALS
ALAN L. BRAUNSTEIN
JOHN J. DUSSE
E. MACEY RUSSELL
BRADLEY M. SHRON
KEVIN S. MILLER
ROBERT E. DANIELSON
KEVIN HERN, JR.
WILLIAM C. CAMPBELL
ISAAC H. PERES
NANCY I. BLUEWEISS
DEBORAH D. SEEGERS
JOHN J. KUZINEVICH
BARRY M. ALTMAN
JEFFREY M. FREIDMAN
JOHN S. REIDY
MEG H. GOLODNER
PAUL J. PERRY LOSCOCO
LISA A. ZEIGER
MITCHELL S. HARDER
DAVID A. EPHRAIM
LOUIS J. DIFRONZO, JR.
LORRAINE RAPPA SULLIVAN
DANIEL J. O'CONNELL
JOSEPH R. VALLE, JR.
JANIS B. BURNS
LISAAYN PADILLA
JERRY B. PLUMB
ELIZABETH C. CARLSON
MICHAEL J. DINGA
KEVIN J. LYDENS
KEVIN J. SIMARD
CHARLES W. STAVROS
JOAN PARSONS THORNTON
LILLIAN WILSON

(*ADMITTED SOLELY IN KENTUCKY)

March 20, 1990

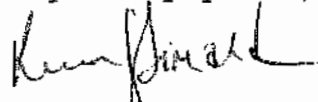
Robert L. Bingham, Clerk
United States Bankruptcy Court
1101 Federal Office Building
10 Causeway Street
Boston, MA 02222

Re: Joseph Rogers
Case No. 89-13383 -JNC
Chapter 7

Dear Sir:

Enclosed is a Notice of Appearance and Request for Notices entered on behalf of BayBank Boston, N.A. by and through its counsel, Kevin J. Simard. Please docket and file same in the usual manner.

Very truly yours,


Kevin J. Simard

KJSL.132/ck

Enclosures

DOCKETED

174 (11)

UNITED STATES BANKRUPTCY COURT
FOR THE
DISTRICT OF MASSACHUSETTS
WESTERN DIVISION

* * * * *
In Re: *
JOSEPH ROGERS, *
Debtor *
* * * * *

Chapter 7
Case No. 89-13383-JNG

NOTICE OF APPEARANCE AND REQUEST FOR NOTICES
PURSUANT TO BANKRUPTCY RULES 2002 AND LOCAL RULE 12(c)

TO THE CLERK OF THE COURT AND ALL PARTIES:

PLEASE TAKE NOTICE that, pursuant to Bankruptcy Rule 2002
Local Rule 12(c), BayBank Boston, N.A., by and through its
Counsel, Paul J. Loscocco, Esquire and the law firm of Riemer &
Braunstein, hereby appears in the above-captioned case and
requests that Notices of all matters in the case be served upon
its attorneys, as follows:

Kevin J. Simard, Esquire
Riemer & Braunstein
Three Center Plaza
Boston, Massachusetts 02108
(617) 523-9000

Request is hereby also made for service of copies of all
pleadings, including but not limited to Motions, Orders and

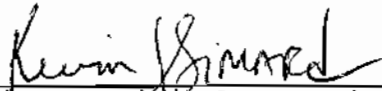
DOCKETED

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Notice of all hearings or other proceedings, relating to any issue which may be raised in the above-captioned case.

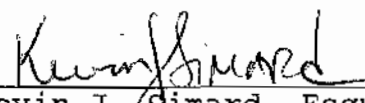
BAYBANK BOSTON, N.A.
By Its Counsel:


Kevin J. Simard, Esquire
Riemer & Braunstein
Three Center Plaza
Boston, Massachusetts 02108
(617) 523-9000

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing Notice of Appearance and Request for Notices has been forwarded by first class United States mail, postage pre-paid, to each of the parties on the annexed service list on this 22 day of March, 1990.

See Attached Service List


Kevin J. Simard, Esquire

KJSP.74/ck

SERVICE LIST

Richard S. Hackel, Esquire
Monheimer and Hackel
30 Winter Street
Boston, Massachusetts 02108-3902

Virginia Greiman, Esquire
United States Trustee
Thomas P. O'Neill, Jr.
Federal Office Building
10 Causeway Street, Room 472
Boston, Massachusetts 02222

Jeffrey A. Kitaeff, Trustee
Rosenberg & Kitaeff
805 Turnpike Road
North Andover, Massachusetts 01845

UNITED STATES BANKRUPTCY COURT
FOR THE
DISTRICT OF MASSACHUSETTS

* * * * *

IN RE:

ATTIRE, INC.

Debtor

* * * * *

JOSEPH BRAUNSTEIN, TRUSTEE
Plaintiff

vs.

RICHARD L. FRIEDMAN AND
RICHARD L. LIEBESKIND,
d/b/a FIRST WESTPORT PROPERTIES
Defendants

* * * * *

Case No. 89-11145-CJK

Chapter 7

Adversary Proceeding
No. 90-1019

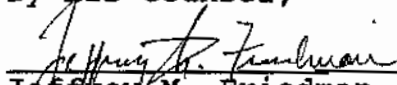
TRUSTEE'S NOTICE OF DISMISSAL

Joseph Braunstein, Trustee, hereby notices the dismissal of the above-captioned adversary proceeding pursuant to Bankruptcy Rule 7041 and F.R.Civ.P. 41(a)(1).

DATED: March 21, 1990

JOSEPH BRAUNSTEIN, TRUSTEE
FOR THE ESTATE OF ATTIRE, INC.

By his Counsel,


Jeffrey M. Friedman
RIEMER & BRAUNSTEIN
Three Center Plaza
Boston, MA 02110
(617) 523-9000
(bma #03322)

IT IS SO ORDERED

Carol J. Kenner
United States Bankruptcy Judge

DATED: _____

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS

IN RE:

JOSEPH ROGERS,

Debtor

CHAPTER 7

CASE NO: 89-13383-JNG

NOTICE OF APPEARANCE

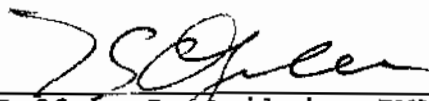
Please enter the appearance of the undersigned for the Dime Savings Bank of New York, FSB, holder of a mortgage on property of the estate.

Please forward all pleadings, notices, orders, correspondence, and other material filed in connection with the above-captioned proceeding to the attention of the undersigned.

Respectfully submitted,

DIME SAVINGS BANK
OF NEW YORK, FSB,

By its attorney,


Jeffrey S. Ogilvie, BMA 02351
FRIEDMAN & ATHERTON
28 State Street
Boston, MA 02109
(617) 227-5540

DATED: 3.19.90

CERTIFICATE OF SERVICE

I, Jeffrey S. Ogilvie, hereby certify that on this, the 19th day of March, 1990, I served the foregoing Notice of Appearance by mailing, via first-class mail, postage pre-paid to Richard Hackel, Esq., Monheimer & Hackel, 30 Winter Street, Boston, MA 02108.


Jeffrey S. Ogilvie

179
DOCKETED

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS

IN RE:

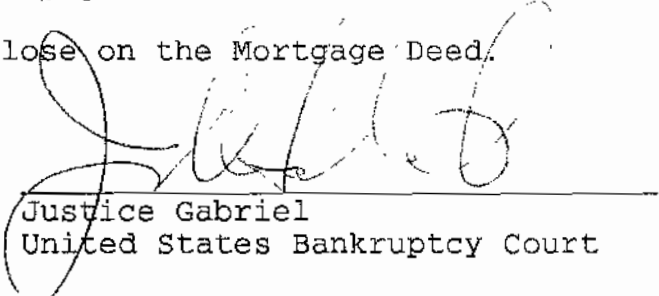
JOSEPH ROGERS

Case No. 89-13383-JNG
CHAPTER 7

FINDING AND ORDER
GRANTING RELIEF FROM STAY

Garden Management Co., Inc. ("Garden"), a secured creditor, moved this Court for relief from automatic stay to foreclose on the Mortgage Deed given by the Debtor to Garden, covering a certain parcel of land with buildings situated thereon at 511 Beacon Street, Unit 8, Boston, Massachusetts ("Property"). This Court hereby finds that the Debtor has no equity in the Property and that the Property is not necessary to an effective reorganization and/or that the Debtor has not provided Garden adequate protection.

WHEREUPON, the Court hereby grants relief from the automatic stay to allow Garden to foreclose on the Mortgage Deed.


Justice Gabriel
United States Bankruptcy Court

Dated: February 21, 1990

DOCKETED

1450

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KPC

13842 025
DIME REAL ESTATE SERVICES MASSACHUSETTS, INC.
138 RIVER ROAD
ANDOVER, MA 01810

RECORDED AND INDEXED

615292-0

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8067

SEP 28 1987

FILMED

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 31, 1987.
The mortgagor is JOSEPH ROGERS,

("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 SIXTY EIGHT THOUSAND AND 00/100
Dollars (U.S. \$ 68000.00). 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 August 1, 2017 . 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 SUFFOLK County, Massachusetts:

See attached Exhibit "A"

Unit 8, 511 BEACON STREET,
which has the address of BOSTON,
[Street] [City]
Massachusetts 02112 ("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 18 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 a 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 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 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 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.

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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 18. 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 judgement 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 attorney's 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.

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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] Rider to Mortgage
1-4 Family Rider

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.


JOSEPH ROGERS

(Seal)
-Borrower

(Seal)
-Borrower

[Space Below This Line for Acknowledgement]

COMMONWEALTH OF MASSACHUSETTS,

NORFOLK

County of:

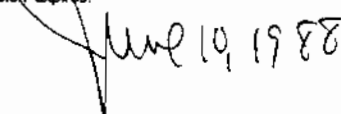
On this 31st day of July, 1987
JOSEPH ROGERS

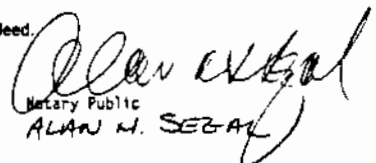
before me personally appeared

, and

acknowledged the foregoing to be his/her/their free act and deed.

My commission expires:


June 10, 1988


Notary Public
ALAN M. SEGAL

[Space Below This Line Reserved for Lender and Recorder]

13942 033

EXHIBIT A

UNIT NO. 8 IN THE 511 BEACON STREET CONDOMINIUM CREATED BY MASTER DEED DATED OCTOBER 3, 1985 AND RECORDED OCTOBER 5, 1985 WITH THE SUFFOLK COUNTY REGISTRY OF DEEDS AT BOOK 11946, PAGE 43, IN ACCORDANCE WITH AND SUBJECT TO THE PROVISIONS OF CHAPTER 183A OF THE GENERAL LAWS OF MASSACHUSETTS.

THE UNIT CONTAINS THE AREA LISTED BELOW AND IS LAID OUT AS SHOWN ON A PLAN ENTITLED "511 BEACON STREET CONDOMINIUM", DATED SEPTEMBER 25, 1985 CONSISTING WITH TWO (2) SHEETS BEARING THE VERIFIED STATEMENT OF GUY N. GRASSI A REGISTERED ARCHITECT AND FILED WITH SAID DEEDS ALONG WITH THE ABOVE-MENTIONED MASTER DEED AS AMENDED (HEREINAFTER REFERRED TO AS "PLANS").

THE UNIT IS CONVEYED TOGETHER WITH THE 5.42 PERCENTAGE INTEREST AND FACILITIES OF SAID CONDOMINIUM.

SAID UNIT IS INTENDED TO BE USED SOLELY FOR RESIDENTIAL DWELLING PURPOSES AND PROFESSIONAL OFFICES ACCESSORY THERETO, AS SET FORTH IN SECTION 8 OF SAID MASTER DEED, AND IS SUBJECT TO THE RESTRICTIONS AS SET FORTH IN SECTION 9 OF THE MASTER DEED, EXCEPT AS MAY BE EXPRESSLY PERMITTED BY THE TRUSTEES IN ACCORDANCE WITH THE PROVISIONS OF THE 511 BEACON STREET CONDOMINIUM REALTY TRUST.

SEE RIDER(S) ATTACHED HERETO.
FOR TITLE REFERENCE SEE DEED RECORDED HERewith.

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 opinion, 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 defense 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, easements, 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 of 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 changed 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 Note, or, if any other event, if the Note Holder in writing so elects, the premises 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.


BORROWERS: JOSEPH ROGERS

ADJUSTABLE RATE RIDER TO THE MORTGAGE

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT, WITH LIMITATIONS, AND ALLOWS FOR INCREASES IN THE PRINCIPAL AMOUNT TO BE REPAYED (Negative Amortization).

This Rider is dated July 31, 19 87, 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 511 BEACON STREET CONDOMINIUM, UNIT 8, 511 BEACON STREET
BOSTON, MA, 02112

[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:

2. INTEREST

(A) Interest Rate

I will be charged interest on the unpaid principal from the date of this Note until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.000 %. The interest rate I will pay may change

(B) Interest Change Dates

The interest rate I will pay may change on the first day of February 1, 19 88, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Change Date." The new rate of interest will become effective on each Interest Change Date. The interest rate I will pay will change in accordance with Section 4 of this Note.

(C) The Index

Beginning with the first Interest Change Date, my interest rate will be based on an Index. The "Index" is: (Check only one box).

☐ 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.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay from the first (1st) to the sixth (6th) Interest Change Dates (both inclusive) will not be greater than 10.000 %. Thereafter, my interest rate will never be increased on any single Interest Change Date by more than N/A percentage points (N/A %). My interest rate will never be greater than 13.875 %. (A blank space or "N/A" means there is no limit on any increase in the interest rate I must pay).

3. PAYMENTS

(A) Time and Place of Payments

Except when this Note is dated the first day of a month, I will make a payment of interest only from the date hereof to the first day of the following month.

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 September 1, 19 87. 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 August 1, 20 17, 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.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 498.96. This amount may change.

(C) Payment Change Dates

My monthly payment may change in accordance with Section 4 of this Note beginning on the first day of September, 19 88, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment will also change at any time Section 4(B) or 4(D) below requires me to pay the Full Payment Amount.

I will pay the amount of my new monthly payment each month beginning on each Payment Change Date or as provided in Section 4(B) or 4(D) below.

(D) Limits on Monthly Payment Changes

Each increase or decrease in my monthly payment will be limited to an amount equal to 7.500 of my monthly payment due the month preceding the Payment Change Date unless Section 4(B) or 4(D) below requires me to pay a different amount.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Calculation of Changes

On each Interest Change Date which is not followed by a Payment Change Date, the Note Holder will calculate my new interest rate by adding 3.00 percentage points (3.00 %) to the most recent Index figure that was made available as of that Interest Change Date (Index + percentage points) and then round the result of this addition to the nearest one-eighth of one percentage point (0.125 %). Subject to the limits, if any, stated in Section 2(D) above, the rounded amount will be my new interest rate until the next Interest Change Date.

For each Interest Change Date preceding a Payment Change Date or a change in the monthly payment required by Section 4(B) or 4(D) below, the most recent Index figure that was made available as of the date 45 days before that Interest Change Date will be used to calculate my new interest rate as described above.

As of each Interest Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid principal in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation is called the "Full Payment Amount."

(B) Required Full Payment Amount

On the fifth (5th) Payment Change Date and on each succeeding fifth (5th) Payment Change Date thereafter, I will begin paying the Full Payment Amount as my monthly payment until my monthly payment changes again. I will also begin paying the Full Payment Amount as my monthly payment on the final Payment Change Date and on the first day of each month thereafter to the maturity date, and as provided in Section 4(D) below.

(C) Additions to My Unpaid Principal (Negative Amortization)

The amount of my monthly payment could be less than the amount of the interest portion of the Full Payment Amount after each Interest Change Date. If so, each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid principal. The Note Holder will also add interest on the amount of this difference to my unpaid principal each month. The interest rate on the interest added to principal will be the rate required by Section 4(A) above.

(D) Limit On My Unpaid Principal; Increased Monthly Payments

My unpaid principal can never exceed a maximum amount equal to one hundred ten percent (110 %) of the principal amount I originally borrowed. If the addition of unpaid interest to principal as provided in Section 4(C) above would cause my principal balance to exceed that maximum amount at any time, I must immediately begin paying the Full Payment Amount as my monthly payment amount.

(E) Notice of Changes

The Note Holder will mail or deliver to me a notice of a change in the amount of my monthly payment before the effective date of each such payment 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.

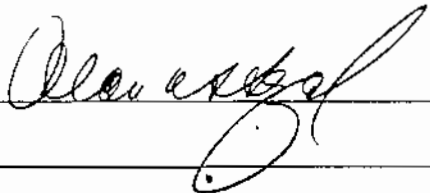
II. SALE OR TRANSFER OF PROPERTY

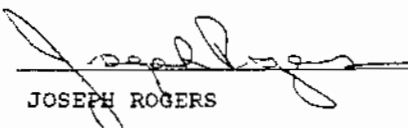
The Lender will not require immediate payment in full if all or any part of the Property, or if any right in the Property is sold or transferred without Lender's prior written permission. Any provision contained in the Mortgage which gives Lender that right, will not be effective.

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




JOSEPH ROGERS
Borrower
Borrower
Borrower
Borrower

1-4 FAMILY RIDER
Assignment of Rents

13942 040

THIS 1-4 FAMILY RIDER is made this 31st day of July, 1987,
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the
"Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
THE DIME REAL ESTATE SERVICES MASSACHUSETTS, INC.

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

511 BEACON STREET, BOSTON, MA 02112 Unit #8

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

B. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 16 is deleted.

E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

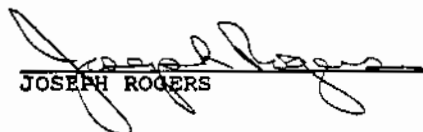
If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.



JOSEPH ROGERS (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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CONDOMINIUM RIDER

13842 041

THIS CONDOMINIUM RIDER is made this 31st day of July, 1987, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

THE DIME REAL ESTATE SERVICES MASSACHUSETTS, INC.

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

511 BEACON STREET, BOSTON, MA 02112 Unit #8

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

511 BEACON STREET CONDOMINIUM

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

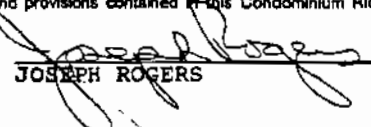
(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association;

or
(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.


JOSEPH ROGERS (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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(Sign Original Only)

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS,

THAT THE DIME SAVINGS BANK OF NEW YORK, FSB, a federal savings bank organized and existing under the laws of the United States of America, having its principal office and place of business at 9 DeKalb Avenue, Brooklyn, New York ("Assignor"), in consideration of the sum of One (\$1.00) Dollar lawful money of the United States, to it in hand paid by GARDEN MANAGEMENT CO., INC., a corporation organized and existing under the laws of the State of New York and having its principal office and place of business at 1225 Franklin Avenue, Garden City, New York 11530 ("Assignee") at or before the ensealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, assigned, transferred, and set over, and by these presents does grant, bargain, sell, assign, transfer, and set over unto the said Assignee a certain indenture of Mortgage, made and executed by Joseph Rogers, in favor of THE DIME SAVINGS BANK OF NEW YORK, FSB bearing date the 31st day of July, in the year nineteen hundred and eighty seven and recorded with Suffolk County Registry of Deeds to which reference may be had for a more particular description of said mortgage and of the land therein described, together with the debt, note, and obligation therein described, and the money due or to become due thereon with the interest.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns forever, subject only to the proviso in said Indenture of Mortgage mentioned; and Assignor does hereby make, constitute, and appoint the said Assignee, its true and lawful attorney, irrevocable in its name or otherwise, but at its proper cost and charges, to have use and take all lawful ways and means for the recovery of the said money and interest; and in case of payment, to discharge the same as fully as it might or could do if these presents were not made.

IN WITNESS WHEREOF, the Assignor has duly executed this instrument this 21st day of November in the year of our Lord one thousand nine hundred and eighty-nine.

Signed and Delivered
in presence of

Brenda Weibel Santora

THE DIME SAVINGS BANK OF NEW
YORK, FSB

By
ITS

Brenda Weibel Santora

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK) ss:

On this 21st day of November, 1989, before me personally appeared Brenda Weibel Santora of The Dime Savings Bank of New York, FSB, a federal savings bank, Signer and Sealer of the foregoing instrument, and acknowledged the same to be the free act and deed of said federal savings bank before me.

Brenda Weibel Santora
NOTARY PUBLIC

My commission expires: 1/6/93

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Paul W. Turney
REGISTER

ASSIGNMENT OF MORTGAGE

Loan No. 615292-0

KNOW ALL MEN BY THESE PRESENTS,

THAT DIME REAL ESTATE SERVICES-MASSACHUSETTS, INC., a New York corporation having an office and place of business at 138 River Road, Andover, Massachusetts 01810, Assignor, in consideration of the sum of ONE (\$1.00) DOLLAR lawful money of the United States, to it in hand paid by THE DIME SAVINGS BANK OF NEW YORK, FSB, a banking corporation chartered under the laws of the United States and having its home office at 975 Franklin Avenue, Garden City, New York 11530, Assignee, at or before the enrolling and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, assigned, transferred, and set over, and by these presents does grant, bargain, sell, assign, transfer, and set over unto the said Assignee a certain Indenture of Mortgage, made and executed by Joseph Rogers

in favor of DIME REAL ESTATE SERVICES-MASSACHUSETTS, INC bearing date the 31st day of July, 1987 and

(recorded with the Suffolk County Registry of Deeds) Sheet #249

(registered with the County Registry District of the Land Court, Document No. , noted on Certificate of Title No.)

in Book 13942, Page 29, to which reference may be had for a more particular description of said mortgage and of the land therein described, together with the debt, note, and obligation therein described, and the money due or to become due thereon with interest.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns forever, subject only to the proviso in said Indenture of Mortgage mentioned. And Assignor does hereby make, constitute, and appoint the said Assignee, its true and lawful attorney, irrevocable, in its name or otherwise, but at its proper cost and charges, to have use and take all lawful ways and means for the recovery of the said money and interest; and in case of payment, to discharge the same as fully as it might or could do if these presents were not made.

IN WITNESS WHEREOF, the Assignor has duly executed this instrument this 31st day of July, 1987.

Signed and Delivered
in presence of

DIME REAL ESTATE SERVICES-
MASSACHUSETTS, INC.

By *Barry M. Davis*
ITS ASSISTANT MANAGER
[Title]

Joan T. Tach

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Suffolk SS: July 31, 1987

Then personally appeared the above-named Barry M. Davis, (ASSISTANT MANAGER ~~XXXXXXXX~~) of DIME REAL ESTATE SERVICES-MASSACHUSETTS, INC, and acknowledged the foregoing instrument to be the free act and deed of said DIME REAL ESTATE SERVICES-MASSACHUSETTS, INC., before me.

ALAN H. SEGAL
ATTORNEY AT LAW
ONE ROCKDALE STREET
BRAINTREE, MA 02184

Joan T. Tach
Notary Public
My commission expires 11/27/92

MASSACHUSETTS
9678 (6/88) Assignment

Unit 8, 511 Beacon Street, Boston, MA 02112

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Freddie Mac

Federal
Home Loan
Mortgage
Corporation

Owned by America's
Savings Institutions

Second Mortgage Property Value Analysis Report

(This form may be used if the second mortgage will not exceed \$15,000 and value is based on 'as is' condition)

Borrower/Subject Property Information

Borrower: n/a Census Tract: 0108 Map Reference: 250286B
 Property Address: 511 Beacon Street #8 Check one: ☐ SF ☐ RUD ☒ CONDO ☐ 2-4 Units
 City: Boston County: Suffolk State: MA Zip Code: 02215
 Phone No. Res: n/a Local Annual Recapture: n/a Term: n/a Mode: n/a Owner's Estimate of Value: n/a

Nr. of Rooms	Nr. of Bedrooms	Nr. of Baths	Family room or den	Gross Living Area	Sc. Ft.	Garage/Carport (specify type & no.)	Porches, Pkgs. or Pool (specify)	Central Air
2	0	1	☐ Yes ☒ No	293		none	none	☐ Yes ☒ No

Field Report

NEIGHBORHOOD

Location: ☒ Urban ☐ Suburban ☐ Rural
 Built up: ☒ Over 75% ☐ 25% to 75% ☐ Under 25%
 Growth Rate: ☒ Full Dec. ☐ Rapid ☐ Steady ☐ Slow
 Property values: ☐ Increasing ☐ Stable ☒ Declining
 Demand/Supply: ☐ Shortage ☐ Balance ☒ Over Supply
 Marketing Time: ☐ Under 1 Mo. ☒ 1-6 Mos. ☐ Over 6 Mos.
 Present Land Use: 5 - 1 Family 5 - 2-4 Family 30 - Apts 40 - Condo 10 - Commercial 10 - Industrial 10 - Schools
 Character - Present Land Use: ☒ Not used ☐ With ☐ Taking Place on
 Present Land Occupancy: ☒ Single ☐ Multi 0-5 - Vacant
 Single Family Price Range: 500,000 - 1,500,000 - 850,000
 Single Family Age: 80 - 120 - 100+

Note: Freddie Mac does not consider race or the racial composition of the neighborhood to be reliable appraisal factors.

Comments: The subject property is situated in the Back Bay area of downtown Boston. All services, shopping, employment centers and public transportation are located nearby. Dwellings are predominately brick rowhouses which are maintained in average to good condition.

SUBJECT PROPERTY

Approx. Year Built: 1900 No. Units: 1 No. Stories: 1
 Type: attached
 Design: condominium
 Exterior Wall Material: brick Floor Material: car/gravel
 Is the property located in a HUD Identifier Special Flood Hazard Zone? ☒ No ☐ Yes
 Social Energy Efficient Items: None noted.

PROPERTY RATING	Good	Avg	Fair	Poor
Condition of Exterior	☐	☒	☐	☐
Compatibility w/ Neighborhood	☐	☒	☐	☐
Appeal and Marketability	☐	☒	☐	☐

Comments: Comments favorable or unfavorable including any deferred maintenance. This appraisal was done on a driveby basis. Information contained herein was obtained from City of Boston Assessor's records and from observation. The subject unit is a small studio unit and is assumed to be in average condition.

Market Comparable Analysis Prior To Improvement

Item	Subject Property	Comparable No. 1	Comparable No. 2	Comparable No. 3
Address	511 Beacon St. #8, Boston	227 Marlborough St. #4, Boston	520 Beacon Street #3C, Boston	261 Beacon Street #62, Boston
Proximity to Sub	n/a	4-5 blocks	across the street	4-5 blocks
Sales Price	n/a	\$108,000	\$100,000	\$98,000
Date of Sale and Time Adjustment	12/19/89	8/89 (2,200)	9/89 (1,500)	10/89 (1,000)
Location	Back Bay/avg.	Back Bay/sup.	Back Bay/avg.	Back Bay/sup.
Size/View	2,503s.f./avg.	1,932s.f./avg.	11,700s.f./avg.	2,693s.f./avg.
Age	eff. 10-15	eff. 5-10	eff. 5-10	eff. 5-10
Condition	average	average-good	average-good	average-good
Living Area Adj.	Total: 2 Brms: 0 Baths: 1	Total: 2 Brms: 0 Baths: 1	Total: 3 Brms: 1 Baths: 1	Total: 2 Brms: 0 Baths: 1
Gross Living Area	293 Sc. Ft.	406 Sc. Ft.	429 Sc. Ft.	258 Sc. Ft.
Air Conditioning	none	none	none	none
Garage/Carport	none	none	none	none
Porches/Pkgs.	none	none	none	none
Pool etc.	none	none	none	none
Social Energy Efficient Items	none	none	none	none
Other	none	1 fireplace	none	none
Net Adjust. Total		\$22,500	\$16,700	\$8,200
Adjusted value of Subject		\$85,500	\$83,300	\$89,800

General Comments: Time adjustment is based on 5% per month. Size is adjusted at \$/5 per square foot. Location adjustment was given to comparable #1 & #3. A 5% condition adjustment was given to comps. Based on the above analysis & the generally slow market, a value at the low end of the information shown on this report is derived from an inspection of the neighborhood and exterior inspection of the subject property and market data. The estimated market value is based upon this information and the knowledge of the undersigned. This report is not to be construed as an appraisal report. Range at \$83,500 is indicated.

Estimated Market Value: \$83,500 as of December 19
 Connected By: Annmarie LoConte Title: R.E. Appraiser
 Signature: Annmarie LoConte Date: December 19

DAY, BERRY & HOWARD

Counsellors at Law
Boston, Hartford and Stamford

260 Franklin Street
Boston
Massachusetts 02110-3109
Telephone (617) 345-4600
Facsimile (617) 439-4453
Telex 990686

February 6, 1990

Clerk
United States Bankruptcy Court
1101 Federal Office Building
Ten Causeway Street
Boston, MA 02222

In Re: Joseph Rogers
Case no. 89-13383-JNG

RECEIVED
FEB 7 2 49 PM '90
U.S. BANKRUPTCY COURT
DISTRICT OF MASS.

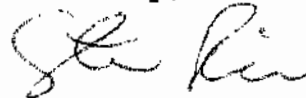
Dear Sir or Madam:

Enclosed for filing in the above-captioned matter please find Motion For Relief From Stay and Certificate of Service.

Please return a time-stamped copy of the above to me in the envelope provided to acknowledge receipt.

Thank you for your anticipated cooperation.

Sincerely,



Stephen K. Ricca
Legal Assistant

SKR:mad
Enclosures
check no. 13663

Notice sent to:

Richard Hackel Esq.
30 Winter Street
Boston, MA 02108

William J. Hanlon
Day, Berry & Howard
260 Franklin Street
Boston, MA 02110-3109

Joseph Rogers
140 Dudley Lane
Milton, MA 02186

Jeffrey A. Kitaeff
Interim Trustee
Office of Jeffrey A. Kitaeff
805 Turnpike Street, Suite 201
North Andover, MA 01845

United States Bankruptcy Court
District of Massachusetts
10 Causeway Street
Boston, Massachusetts 02222

Richard Hackel Esq.
30 Winter Street
Boston, MA 02108

Bankruptcy Case No. 89-13383
Judge: James N. Gabriel

In re: Joseph Rogers

Debtor(s)

NOTICE

The Court will consider and act upon the following:

Motion of Creditor Garden Management Co., Inc. to Lift Stay.

OBJECTIONS to be filed by 2/19/90 at 4:00 p.m. If no objections are filed, the motion may be acted upon without a hearing. If an objection is filed, a PRELIMINARY HEARING will be scheduled.

Dated: 2/7/90

ROBERT L. BINGHAM
Clerk, U. S. Bankruptcy Court

BY: Barbara A. Melanson
Deputy Clerk

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS
EASTERN DIVISION

FILED
IN CLERK'S OFFICE
FEB 1 2 49 PM '90
U.S. BANKRUPTCY COURT
DISTRICT OF MASS.

IN RE:

JOSEPH ROGERS

Case No. 89-13383-JNG
CHAPTER 7

MOTION FOR RELIEF FROM STAY

Garden Management Co., Inc. ("Garden"), a creditor of Joseph Rogers (the "Debtor") hereby moves for relief from the automatic stay pursuant to 11 U.S.C. §362(d) with respect to its interest in certain real property in which the Debtor has an ownership interest. In support thereof, Garden represents as follows:

1. This case was commenced by the Debtor's Voluntary Petition filed under Chapter 7 on November 3, 1989.

2. Garden is the Holder of a mortgage ("Mortgage") dated July 31, 1987 on a certain piece or parcel of land owned by the Debtor and known as 511 Beacon Street, Unit 8, Boston, Massachusetts (the "Property"). A copy of the Mortgage is attached hereto as Exhibit A.

3. The Mortgage was transferred to Garden on November 21, 1989 by Assignment from The Dime Savings Bank of New York, FSB ("Dime"), which held the Mortgage pursuant to an assignment from The Dime Real Estate Services - Massachusetts ("Dime

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Massachusetts") dated July 31, 1987. A copy of the assignment signed by the transferor and stating the consideration therefor is attached hereto and marked Exhibit B.

4. Pursuant to the Mortgage the Debtor promised to make monthly payments of principal and interest.

5. The installment of principal and interest due on March 1, 1988 and each and every month thereafter have not been paid.

6. As of December 31, 1989, the Debtor owed Garden, pursuant to the terms of the Mortgage, a total of \$84,256.08, plus \$29.38 per diem thereafter, costs and expenses including attorneys' fees.

7. The Property is valued at \$83,500, as is indicated in the appraisal attached as Exhibit C.

8. The Debtor has no equity in the Property. A review of documents on file at the Registry of Deeds for Suffolk County indicates that the Property is subject to encumbrances which were recorded subsequent to and are subject to Garden's mortgage, including but not limited to: a mortgage in the amount of \$75,000 from Joseph Rogers to Theodore Phillips, dated January 1, 1988 and recorded in Book 15206, page 259; and a mortgage in the amount of \$16,500 from Joseph Rogers to Catherine Pinkham, Trustee of 511 Beacon Street Realty Trust, dated August 5, 1987 and recorded in Book 13966, Page 227.

9. Garden is entitled to relief from the automatic stay in accordance with 11 U.S.C. Section 362(d)(1) for cause in that the Debtor has not offered Garden adequate protection for its interest in the Property for the following reasons:

a. The Debtor has not made any payments since March 1, 1988;

b. The Property, which is a condominium unit, is subject to steady depreciation as the market value of the same declines;

c. The Debtor has failed to maintain continued insurance coverage on the Property and Garden has undertaken to provide the same;

d. The Debtor has no ability to make cash payments to Garden sufficient to protect Garden's interest in the Property.

10. Garden is entitled to relief from stay in accordance with 11 U.S.C. Section 362 (d)(2) because the Debtor does not have any equity in the Property and such Property is not necessary to an effective reorganization of the Debtor given the liquidation nature of this proceeding.

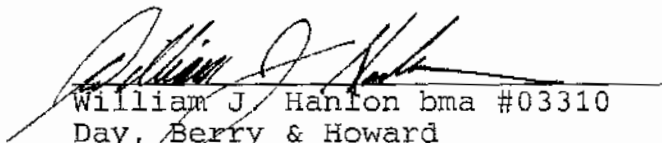
WHEREFORE, Garden Management Co., Inc., requests that:

a. the automatic stay be modified to allow Garden to foreclose on the Property and to take such action as is necessary to protect its interest in the Property; and

- b. Garden be granted such other and further relief as is just.

GARDEN MANAGEMENT CO., INC.

By its attorney,


William J. Hanlon bma #03310
Day, Berry & Howard
260 Franklin Street
Boston, MA 02110
(617) 345-4600

Dated: February 6, 1990

File date 2/19/90
FILED
IN CLERK'S OFFICE

FEB 9 12 13 PM '90

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MASSACHUSETTS

U.S. BANKRUPTCY COURT
DISTRICT OF MASS

In re:

Joseph Rogers,

Debtor

)
)
)
) Chapter 7
)
) Case No. 89-13383-JNG
)
)
)

CERTIFICATE OF SERVICE

I, William J. Hanlon, do hereby certify that on the 6th day of February 1990, copy of the within Motion for Relief from Stay was sent to the parties on the attached service list, via first-class mail, postage prepaid.

GARDEN MANAGEMENT CO., INC.
By its attorney,

William J. Hanlon (SKH)

William J. Hanlon bma #03310
DAY, BERRY & HOWARD
260 Franklin Street
Boston, MA 02110
(617) 345-4600

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3/6/90

SERVICE LIST
In Re: Joseph Rogers
Ch. 7 No. 89-13383-JNG

Richard Hackel, Esq.
MONHEIMER & HACKEL
30 Winter Street
Boston, MA 02108

Counsel to the Debtor

Jeffery Kitaeff, Esq.
ROSENBERG & KITAEFF
805 Turnpike Street
North Andover, MA 01845

Chapter 7 Trustee

/usr1/id6/work/di.srv.rog

Michael J. Pappone, Esquire
Theodore Orson, Esquire
Goodwin, Procter & Hoar
Exchange Place
Boston, MA. 02109

Richard S. Mittleman, Esquire
Cameron & Mittleman
56 Exchange Terrace
Providence, R.I. 02903

Richard Wayne, Esquire
Wayne, Lazares and Chappell
200 State Street
Boston, MA. 02110

Joseph D. Zaks, Esquire
Kaye, Fialkow, Richmond & Rothstein
100 Federal Street
Boston, MA. 02110

Kent and Patrice LaFleur
250 Thames Street
Newport, R.I. 02830

United States Trustee
O'Neill Federal Building
10 Causeway Street
Boston, MA. 02222-1074

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS

IN RE:

Joseph. Rogers

CASE NO.

89-13383

C7

JNG

(DEBTOR)

NOTICE

AN ORDER FOR RELIEF HAVING BEEN ENTERED IN THIS CASE, YOU ARE
HEREBY ORDERED TO FILE WITH THIS COURT THE DOCUMENT, OR DOCUMENTS,
CHECKED BELOW:

☐ COVER SHEET

☒ STATEMENT OF ATTORNEY COMPENSATION

☐ ACKNOWLEDGEMENT OF NOTICE - INDIVIDUAL DEBTOR

☒ SCHEDULE OF CURRENT INCOME AND CURRENT EXPENSES -
CHAPTER 7 & 13 - ORIGINAL AND 3 COPIES

☐ EXHIBIT A - CORPORATE DEBTOR

☐ EXHIBIT B - INDIVIDUAL DEBTOR

☐ LIST OF 20 LARGEST UNSECURED CREDITORS - CHAPTER 11 -
ORIGINAL AND 6 COPIES

☒ SCHEDULES A AND B - ORIGINAL AND 3 COPIES

☒ STATEMENT OF AFFAIRS - ORIGINAL AND 3 COPIES

☐ PLAN AND STATEMENT - CHAPTER 13 - ORIGINAL AND 3 COPIES

☒ MATRIX SHEET - ** MUST BE FILED WITHIN FIVE (5) DAYS **

THE INDICATED DOCUMENTS MUST BE FILED WITHIN FIFTEEN (15) DAYS OF
THE DATE OF FILING OF PETITION, WITH THE EXCEPTION OF THE MATRIX SHEET,
WHICH MUST BE FILED WITHIN FIVE (5) DAYS OF THE DATE OF FILING OF PETITION.
FAILURE TO COMPLY WILL RESULT IN APPROPRIATE ACTION, INCLUDING
DISMISSAL, BY THE COURT.

ROBERT L. BINGHAM, CLERK

DATED:

11-13-89

BY:

Gizella Moon
DEPUTY CLERK

COPIES TO: A TT

(2)

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341_Notices
for 89-13383
Thu Dec 14 19:07:58 EST 1989

,176)

Joseph Rogers
10 Dudley Lane
Milton, MA 2186

Jeffrey A. Kitaeff
Office of Jeffrey A. Kitaeff
805 Turnpike Street, Suite 201
North Andover, MA 1845

Richard Hackel, Esq.
30 Winter Street
Boston, MA 2108

Morse, Christine
Morse, Rosemary
71 Pond Street
Georgetown, MA 01833

Younis, Carl
511 Beacon Street, Unit 12
Boston, MA 02115

William Walsh, Esq.
954 Cambridge Street
Cambridge, MA 02141

Weymouth II Trust
William Walsh, Trustee
954 Cambridge Street
Cambridge, MA 02141

Walsh, William
954 Cambridge Street
Cambridge, MA 02142

Vanguard Savings Bank
143 Chestnut Street
Holyoke, MA 01040

Vanguard Savings Bank
143 Chestnut Street
Holyoke, MA 01040

University Bank & Trust Co.
25 Needham Street
Newton, MA 02159

Tufts University
Account: 201-01-023-48-7115
Student Loan
Bursar's Office
Medford, MA 02155

Town Of Weymouth
Collector/Treasurer
Town Hall
Weymouth, MA 02188

Town Of Shrewsbury
Collector/Treasurer
Town Hall
Shrewsbury, MA 01545

Town Of Bridgewater
Collector/Treasurer
Town Hall
Bridgewater, MA 02324

The Zari Corporation
Maple Technology Park
420 Maple Street
Marlboro, MA 01752

The Copy House
128 High Street
Boston, MA 02110

Southern Bell
Fort Lauderdale, FL 333

South Boston Savings Bank
460 West Broadway
South Boston, MA 02127

Merrill & McGeary
Michael Merrill, Esq.
11 Beacon Street
Boston, MA 02108

Somerset Savings Bank
P.O. Box 40
Somerville, MA 02143

Shrewsbury II Trust
C/o William Walsh, Esq.
954 Cambridge Street
Cambridge, MA 02141

Shawmut Bank
100 Summer Street
Boston, MA 02110

Security Design Consultants
10 Sibley Road
Weston, MA 02193

Renaissance Trust
66 Long Wharf
Boston, MA 02110

Pioneer Financial Co-Op Bank
46 Pleasant Street
Malden, MA 02148

Phillips, Theodore
358 Commonwealth Ave
Boston, MA 02115

New England Telephone
Account: 247-9244
245 State Street
Boston, MA 02109

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(6)

341_Notices
for 89-13383
Thu Dec 14 19:07:58 EST 1989

MI Telecommunications
Account: MCDT03
C/o NCMC
P.O. Box 20354
Touson, MD 21204

MI Telecommunications
Account: 113675337
C/o
P.O.Box 20354
Townsend, MD 21204

MCI Telecommunications
Account: 113675337
1133 19th St.NW
Washington, DC 20036

Mass Board Of Higher Education
330 Stuart Street
Boston, MA 02116

Marujo, Rose
14 Sekel Srtreet
Cambridge, MA 02141

Marc Rosenberg & Associates Inc
95 West Squantum Street
Suite 119
North Quincy, MA 02171

Mahoney, Philip
1219 Christobal Privata
Mountain View, CA 94040

Lotus Corporation
Lotus Signal Service
55 Cambridge Parkway
Cambridge, MA 02142

Kingswood Park Village Condo.
Association
180 Main Street
Bridgewater, MA 02324

Jordan Marsh
Account: 425-567-46
P.O. Box 9150
Boston, MA 02205

Jordan Marsh
Account: 144-820-61
P.O. Box 9150
Boston, MA 02205

Jeans, John T.
511 Beacon Street
Boston, MA 02115

Internal Revenue Service
Special Procedures
P.O. Box 9106, JFK Station
Boston, MA 02203

Hanscom Field FCU
Account: 295640
Hanscom Air Force Base
Bedford, MA 01730

Greentree Condominium Assoc.
Greentree Lane/Webster Street
Weymouth, MA 02188

Framingham Savings Bank
600 Worcester Road
Framingham, MA 01701

Filenes
P.O. Box 911
Boston, MA 02103

Dime Savings Bank Of New York
EAB Plaza
Uniondale, NY 11556

Dime Savings Bank Of New York
EAB Plaza
Uniondal, NY 11556

DICara, Selig, Sawyer & Holt
Three Center Plaza
Boston, MA 02108

Delta Airlines
Account: MR89RC19535
C/O Credit Collection Service
P.O.Box 898
East Dennis, MA 02641

DEBlosi, Robert, CPA
400 Massachusetts Avenue
Arlington, MA 02174

Copy Cop, Inc.
815 Boylston Street
Boston, MA 02116

Commonwealth Of Mass/DOR
Bankruptcy Unit
215 First Street
Cambridge, MA 02142

Commerce Service Corp.
Account: 7-11237-041-07261
221 N. Thirteenth Street
Philadelphia, PA 19107

City Of Medford
Account: 47939
City Hall
Medford, MA 02155

City Of Holyoke
Collector Treasurer
City Hall
Holyoke, MA 01040

City Of Boston
Collector/Treasurer
City Hall
Boston, MA 02201

Citibank
Account: 4271-3823-1954-4413
Visa
P.O. Box 6001
Sioux Falls, SD 57188

341_Notices
for 89-13383
Thu Dec 14 19:07:58 EST 1989

Cellular One
306 Northern Avenue
Boston, MA 02110

Latherine Pinkham, Trustee
c/o Ronald Luccio
213 Newbury Street
Boston
MA 02115

Carriker, Linda
511 Beacon Street
Boston, MA 02115

Cambridge Teachers FCU
Account: 2204
1700 Cambridge Street
Cambridge, MA 02142

Cabral, Richard
547 Amherst Street
Nashua, NH 03063

Brandywine Condominium Trust
C/o Davis & Gordon, P.C.
One Lincoln Plaza
Boston, MA 02111

Boston Racquet Ball Club
10 Post Office Square
Boston, MA 02109

Boston Globe
C/o Smith, Levenson & Smith
160 Federal Street
Boston, MA 02110

Boston Globe
135 Wm. T. Morrissey Blvd
Dorchester, MA 02121

Boston Edison
Credit And Collection
800 Boylston Street
Boston, MA 02199

Berkley Cleaners
44 Boylston Street
Boston, MA 02116

Bayne, Jacqueline
511 Beacon Street, Unit 8
Boston, MA 02115

BayBank Real Credit Dept.
858 Washington Street
Dedham, MA 02026

BayBank Middlesex
Revolving Credit
858 Washington Street
Dedham, MA 02026

BayBank Middlesex
858 Washington Street
Dedham, MA 02026

BayBank Middlesex
Account: 10046468
858 Washington Street
Dedham, MA 02026

BayBank
Account: 4262-1505-0000-1605
C/o Credit & Collection
858 Washington Street
Dedham, MA 02026

BayBank
Account: 4262-1505-0000-1605
P.O. Box 522
Waltham, MA 02254

Baker & Nunes
Howard Nunes, Esq.
11 Beacon Street
Boston, MA 02108

Amshrew Associates
C/o William Walsh, Esq.
954 Cambridge Street
Cambridge, MA 02141

Am-Pro
183 Newbury Street
Route L North
Danvers, MA 01923

Alkash, Joseph
Boston Central Realty
49 Massachusetts Avenue
Boston, MA 02115

21 Cumberland Street Condo Tru
21 Cumberland Street
Boston, MA 02115

TAX COLLECTOR

COMMONWEALTH OF MASSACHUSETTS
COMMISSIONER OF REVENUE
BANKRUPTCY UNIT/LEGAL
215 FIRST STREET
CAMBRIDGE, MA 02142

COMMONWEALTH OF MASSACHUSETTS
DIV. OF EMPLOYMENT SECURITY
C.F. HURLEY BUILDING
GOVERNMENT CENTER
BOSTON, MA. 02114

UNITED STATES ATTORNEY
1107 JOHN W. MCCORMACK
POST OFFICE AND COURTHOUSE
BOSTON, MA 02109

Morse, Christine
Morse, Rosemary
71 Pond Street
Georgetown, MA 01833

Younis, Carl
511 Beacon Street, Unit 12
Boston, MA 02115

341_Notices
for 89-13383
Thu Dec 14 19:07:58 EST 1989

William Walsh, Esq.
954 Cambridge Street
Cambridge, MA 02141

Weymouth II Trust
William Walsh, Trustee
954 Cambridge Street
Cambridge, MA 02141

Walsh, William
954 Cambridge Street
Cambridge, MA 02142

Vanguard Savings Bank
143 Chestnut Street
Holyoke, MA 01040

University Bank & Trust Co.
25 Needham Street
Newton, MA 02159

Tufts University
Account: 201-01-023-48-7115
c/o University Acctg.Serv.
180 N. Executive Drive
Brookfield, WI 53005

Tufts University
Account: 201-01-023-48-7115
Student Loan
Bursar's Office
Medford, MA 02155

Town Of Weymouth
Collector/Treasurer
Town Hall
Weymouth, MA 02188

Town Of Shrewsbury
Collector/Treasurer
Town Hall
Shrewsbury, MA 01545

Town Of Bridgewater
Collector/Treasurer
Town Hall
Bridgewater, MA 02324

The Zari Corporation
Maple Technology Park
420 Maple Street
Marlboro, MA 01752

The Copy House
128 High Street
Boston, MA 02110

Speedy Package Delivery
31 St. James Avenue
Boston, MA 02116

Southern Bell
Fort Lauderdale, FL 333

South Boston Savings Bank
460 West Broadway
South Boston, MA 02127

Merrill & MCGeary
Michael Merrill, Esq.
11 Beacon Street
Boston, MA 02108

Somerset Savings Bank
P.O. Box 40
Somerville, MA 02143

Shrewsbury II Trust
C/o William Walsh, Esq.
954 Cambridge Street
Cambridge, MA 02141

Shawmut Bank
100 Summer Street
Boston, MA 02110

Security Design Consultants
10 Sibley Road
Weston, MA 02193

Sears Roebuck & Co.
45 Congress Street
Salem, MA
01970

Renaissance Trust
66 Long Wharf
Boston, MA 02110

Pioneer Financial Co-Op Bank
46 Pleasant Street
Malden, MA 02148

Phillips, Theodore
358 Commonwealth Ave
Boston, MA 02115

New England Telephone
Account: 247-9244
245 State Street
Boston, MA 02109

Mehdi, Lima
511 Beacon Street, Unit 10
Boston, MA
02115

MCI Telecommunications
Account: MCDT03
C/o NCMC
P.O. Box 20354
Touson, MD 21204

MCI Telecommunications
Account: 113675337
C/o
P.O.Box 20354
Townsend, MD 21204

MCI Telecommunications
Account: 113675337
1133 19th St.NW
Washington, DC 20036

341_Notices
for 89-13383
Thu Dec 14 19:07:58 EST 1989

Mass Board Of Higher Education
330 Stuart Street
Boston, MA 02116

Marujo, Rose
14 Sekel Srtreet
Cambridge, MA 02141

Marc Rosenberg & Associates Inc
95 West Squantum Street
Suite 119
North Quincy, MA 02171

Mahoney, Philip
1219 Christobal Privata
Mountain View, CA 94040

Lotus Corporation
Lotus Signal Service
55 Cambridge Parkway
Cambridge, MA 02142

Kingswood Park Village Condo.
Association
180 Main Street
Bridgewater, MA 02324

Jordan Marsh
Account: 425-567-46
P.O. Box 9150
Boston, MA 02205

Jordan Marsh
Account: 144-820-61
P.O. Box 9150
Boston, MA 02205

Jeans, John T.
511 Beacon Street
Boston, MA 02115

Hanscom Field FCU
Account: 295640
Hanscom Air Force Base
Bedford, MA 01730

Greentree Condominium Assoc.
Greentree Lane/Webster Street
Weymouth, MA 02188

Framingham Savings Bank
600 Worcester Road
Framingham, MA 01701

Fitzpatrick And McCarthy
Kathleen M. McCarthy
1087 Beacon Street
Newton Center, MA
02150

Filenes
P.O. Box 911
Boston, MA 02103

E.L.S.I.
Account: 023-48-7115
Education Loan Services, Inc.
P.O.Box 9175
Braintree, MA 02184

Donovan, James M., DMD
25 Chestnut Hill Road
Brookline, MA
02167

Dime Savings Bank Of New York
EAB Plaza
Uniondale, NY 11556

DICara, Selig, Sawyer & Holt
Three Center Plaza
Boston, MA 02108

Delta Airlines
Account: MR89RC19535
C/O Credit Collection Service
P.O.Box 898
East Dennis, MA 02641

DEBlosi, Robert, CPA
400 Massachusetts Avenue
Arlington, MA 02174

Csapler & Bok
Richard C. Csapler, Jr., Esq.
One Winthrop Square
Boston, MA
02110

Copy Cop, Inc.
815 Boylston Street
Boston, MA 02116

Commerce Service Corp.
Account: 7-11237-041-07261
221 N. Thirteenth Street
Philadelphia, PA 19107

City Of Medford
Account: 47939
City Hall
Medford, MA 02155

City Of Holyoke
Collector Treasurer
City Hall
Holyoke, MA 01040

City Of Boston
Collector/Treasurer
City Hall
Boston, MA 02201

Citibank
Account: 4271-3823-1954-4413
Visa
P.O. Box 6001
Sioux Falls, SD 57188

Cherry Hill Condo Association
Maple Crest Circle
Holyoke, MA
01040

Chase Manhattan Bank
Account: 011066212132626005
C/o
P.O.Box 15005
Wilmington, DE 19893

341 Notices
for 89-13383
Thu Dec 14 19:07:58 EST 1989

Chase Manhattan Bank
Account: 011066212132626005
600 Community Drive
Manhasset, NY
11036

Cellular One
306 Northern Avenue
Boston, MA 02110

Catherine Pinkham, Trustee
C/o Ronald Luccio
213 Newbury Street
Boston, MA 02115

Catherine Pinkham, Trustee
511 Beacon Street Realty Trust
Boston, MA 02115

Carriker, Linda
511 Beacon Street
Boston, MA 02115

Cambridge Teachers FCU
Account: 2204
1700 Cambridge Street
Cambridge, MA 02142

Cabral, Richard
547 Amherst Street
Nashua, NH 03063

Cablevision Of Boston
25 Travis Street
Brighton, MA
02135

Brandywine Condominium Trust
C/o Davis & Gordon, P.C.
One Lincoln Plaza
Boston, MA 02111

Boston Water & Sewer Commission
425 Summer Street
Boston, MA
02210

Boston Racquet Ball Club
10 Post Office Square
Boston, MA 02109

Boston Globe
C/o Smith, Levenson & Smith
160 Federal Street
Boston, MA 02110

Boston Globe
135 Wm. T. Morrissey Blvd
Dorchester, MA 02121

Boston Edison
Credit And Collection
800 Boylston Street
Boston, MA 02199

Berkley Cleaners
44 Boylston Street
Boston, MA 02116

Bayne, Jacqueline
511 Beacon Street, Unit 8
Boston, MA 02115

BayBank Real Credit Dept.
858 Washington Street
Dedham, MA 02026

BayBank Middlesex
Revolving Credit
858 Washington Street
Dedham, MA 02026

BayBank Middlesex
Account: 10046468
858 Washington Street
Dedham, MA 02026

BayBank
Account: 4262-1505-0000-1605
C/o Credit & Collection
858 Washington Street
Dedham, MA 02026

BayBank
Account: 4262-1505-0000-1605
P.O. Box 522
Waltham, MA 02254

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Howard Nunes, Esq.
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Boston, MA 02108

Amshrew Associates
C/o William Walsh, Esq.
954 Cambridge Street
Cambridge, MA 02141

Am-Pro
183 Newbury Street
Route 1 North
Danvers, MA 01923

Alkash, Joseph
Boston Central Realty
49 Massachusetts Avenue
Boston, MA 02115

511 Beacon Street Condominiu
C/o Clark Property Management
316 Beacon Street
Boston, MA 02116

21 Cumerland Street Condo Trust
21 Cumberland Street
Boston, MA 02115

TAX COLLECTOR
Town Hall
Milton, MA
02186

C. M. HILL, ASST. A. G.
DEPT. OF ATTORNEY GENERAL
CONSUMER PROTECTION IV.
ONE ASHBURTON PLACE
BOSTON, MA 02108

341_Notices
for 89-13383
Thu Dec 14 19:07:58 EST 1989

COMMONWEALTH OF MASSACHUSETTS
COMMISSIONER OF REVENUE
BANKRUPTCY UNIT/LEGAL
215 FIRST STREET
CAMBRIDGE, MA 02142

COMMONWEALTH OF MASSACHUSETTS
DIV. OF EMPLOYMENT SECURITY
C.F. HURLEY BUILDING
GOVERNMENT CENTER
BOSTON, MA. 02114

UNITED STATES ATTORNEY
1107 JOHN W. MCCORMACK
POST OFFICE AND COURTHOUSE
BOSTON, MA 02109

US Bankruptcy Court
T. P. O'Neill Jr. Fed. Bldg
10 Causeway Street
Boston, MA 02222-1074

UNITED STATES BANKRUPTCY COURT
District of Massachusetts

Robert L. Bingham
Clerk of the Bankruptcy Court

12/13/89

0303

(176)

160

Case Number: 89-13383

Judge: James N. Gabriel

An order for relief under 11 U.S.C. Chapter 7 was entered on 11/3/89

DEBTOR(S):

Joseph Rogers, 023-48-7115

ADDRESS:

140 Dudley Lane
Milton, MA 01866

ATTORNEY FOR DEBTOR:

Richard Hackel, Esq.
30 Winter Street
Boston, MA 02108

INTERIM TRUSTEE SHALL BE:

Jeffrey A. Kitaeff
Office of Jeffrey A. Kitaeff
805 Turnpike Street, Suite 201
North Andover, MA 01845

SECTION A: 341 MEETING

January 9, 1990 at 10:00 am
Courtroom 2, 11th Floor
Thomas P. O'Neill Jr. Federal Building
10 Causeway Street
Boston, MA 02222

SECTION B: DISCHARGE HEARING

n/a

*****NO ASSETS AT THIS TIME - DO NOT FILE CLAIM UNLESS NOTIFIED TO DO SO*****

Complaint deadline date is 01/12/90

IT IS ORDERED AND NOTICE IS HEREBY GIVEN THAT:

1. A meeting of creditors pursuant to 11 U.S.C. Section 341(a) shall be held at the date, time, and place specified in Section A above at which time creditors may file their claims, and examine the debtor. Creditors are invited, but not required to attend the meeting.
2. The debtor (and joint debtor, if any) and attorney for debtor(s) shall be in attendance at the Section 341(a) meeting.
3. Failure of the debtor or his attorney to appear at the Section 341(a) meeting or to timely file schedules and statement of affairs may result in dismissal, denial of the debtor's discharge, or other appropriate relief without further notice or hearing.
4. The meeting may be continued or adjourned by notice at the meeting without further written notice to creditors.
5. The date specified above is the last day for filing complaints objecting to the discharge of the debtor under 11 U.S.C. Section 727, or to determine dischargeability under 11 U.S.C. Section 523(c). If no complaint is filed, the debtor will be granted a discharge of all dischargeable debts.
6. Unless extended, objections to debtor's claim of exempt property must be filed within 30 days after the Section 341(a) meeting.
7. Pursuant to 11 U.S.C. Section 524(d), the debtor shall appear at the discharge hearing as specified in Section B above. Debtor will be advised whether the discharge has been granted, and the court will consider any motion for approval of reaffirmation agreements (11 U.S.C. Section 524). Reaffirmation agreements must be entered in prior to the granting of a discharge.

AS A RESULT OF THE FILING OF THE PETITION, CERTAIN ACTS
AND PROCEEDINGS AGAINST THE DEBTOR AND HIS ESTATE ARE
STAYED AS PROVIDED IN 11 U.S.C. SECTION 362(a).

UNITED STATES TRUSTEE
DISTRICTS OF ME, MA, NH & RI

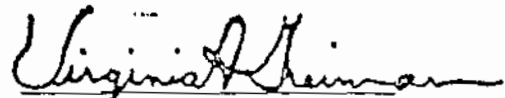
In re: Rogers, Joseph
Debtor(s)

Case No. 89-13383-JNG

CERTIFICATE OF APPOINTMENT OF INTERIM TRUSTEE

Jeffrey A. Kitaeff of North Andover, Massachusetts
is hereby appointed as Interim Trustee of the estate of the above-named
debtor(s). The amount of the bond is covered by a blanket bond, or by a
bond in the amount of \$_____.

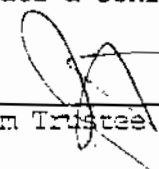
Dated: November 13, 1989


UNITED STATES TRUSTEE

INTERIM TRUSTEE'S ACCEPTANCE AND DECLARATION

The undersigned hereby accepts this appointment and the duties and
responsibilities of the trust, and is obligated under the terms of the
bond. The undersigned declares under penalty of perjury that (s)he is a
disinterested person within the meaning of §101(13) of the Bankruptcy Code,
is eligible and competent to perform the duties of a trustee, and agrees
not to handle estate funds in any way that will create a conflict between
personal interests and the interests of the estate.

Dated: 11/28/89


Interim Trustee (Signature)

TRUSTEE'S REPORT IN NO ASSET CASE

The above-appointed Trustee respectfully reports that (s)he has neither
received nor paid any monies on account of this estate, that diligent
inquiry has been made into the existence of property of the estate and that
there are no assets in the estate over and above the exemptions claimed by
the debtor(s).

WHEREFORE, the Trustee requests that this report of no assets be approved.

Dated: _____

Trustee (Signature)

REVIEWED
United States Trustee

By: _____

Dated: _____

ORDER DISCHARGING TRUSTEE AND CLOSING CASE

It is ordered that the Trustee be and hereby is discharged of this Trust,
and that the case be and hereby is closed.

ENTERED: _____

Bankruptcy Judge

217

UNITED STATES TRUSTEE
DISTRICTS OF ME, MA, NH & RI

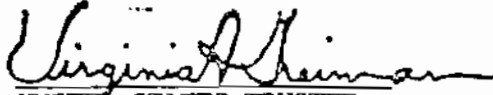
In re: Rogers, Joseph
Debtor(s)

Case No. 89-13383-JNG

CERTIFICATE OF APPOINTMENT OF INTERIM TRUSTEE

Jeffrey A. Kitaeff of North Andover, Massachusetts
is hereby appointed as Interim Trustee of the estate of the above-named
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bond in the amount of \$ _____.

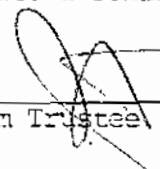
Dated: November 13, 1989


UNITED STATES TRUSTEE

INTERIM TRUSTEE'S ACCEPTANCE AND DECLARATION

The undersigned hereby accepts this appointment and the duties and
responsibilities of the trust, and is obligated under the terms of the
bond. The undersigned declares under penalty of perjury that (s)he is a
disinterested person within the meaning of §101(13) of the Bankruptcy Code,
is eligible and competent to perform the duties of a trustee, and agrees
not to handle estate funds in any way that will create a conflict between
personal interests and the interests of the estate.

Dated: 11/28/89


Interim Trustee (Signature)

TRUSTEE'S REPORT IN NO ASSET CASE

The above-appointed Trustee respectfully reports that (s)he has neither
received nor paid any monies on account of this estate, that diligent
inquiry has been made into the existence of property of the estate and that
there are no assets in the estate over and above the exemptions claimed by
the debtor(s).

WHEREFORE, the Trustee requests that this report of no assets be approved.

Dated: _____

Trustee (Signature)

REVIEWED
United States Trustee

By: _____

Dated: _____

ORDER DISCHARGING TRUSTEE AND CLOSING CASE

It is ordered that the Trustee be and hereby is discharged of this Trust,
and that the case be and hereby is closed.

ENTERED: _____

Bankruptcy Judge

218

United States Bankruptcy Court

IN RE:

Joseph Rogers

Debtor(s)

FOR COURT USE ONLY	
Date Petition Filed	
Case No.	
Bankruptcy Judge	

DISCLOSURE OF COMPENSATION PAID OR PROMISED TO
ATTORNEY FOR THE DEBTOR

The undersigned states that he is attorney for the debtor and that the total compensation paid or promised (if such payment or agreement was made after one year before the date of the filing of the petition in this case) for services rendered or to be rendered in this case is as follows:

PAID	PROMISED	TOTAL
\$ 1,750.00 *	\$ None	\$ 1,750.00 *

The source of such compensation paid or promised is:

* includes \$ 150.00 for costs and filing fees.

Dated: 11/10 /89

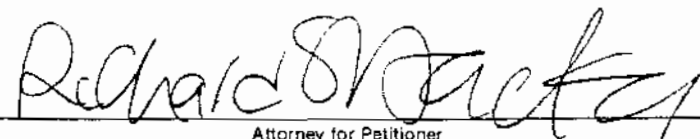

Richard S. Hackel Attorney for Petitioner

If the petitioner is an individual whose debts are primarily consumer debts (incurred primarily for personal, family, or household purposes) EXHIBIT "B" must be completed and attached to the petition.

EXHIBIT "B"

I, Richard S. Hackel, attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that he or she may proceed under chapter 7 or 13 of title 11, United States Code, and have explained the relief available under each such chapter.

Dated: 11/10/89


Attorney for Petitioner

219

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MASSACHUSETTS

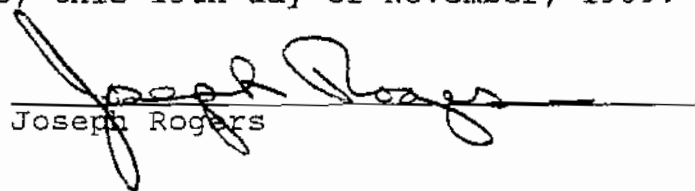
CHAPTER 7 CASE
NO. 89-13383-JNG

In Re: *
*
JOSEPH ROGERS, *
Debtor *
*

SCHEDULES OF ASSETS AND
LIABILITIES AND STATEMENT
OF AFFAIRS

I, Joseph Rogers, hereby certify under the pains and penalties of perjury, that I have read the attached Schedules of Assets and Liabilities and the Statement of Affairs and certify that the statements contained therein are true and complete and that the Schedules contain a statement of all debts and all property as required by law, all to the best of my knowledge and belief.

Dated at Boston, Massachusetts, this 13th day of November, 1989.


Joseph Rogers

COUNSEL FOR DEBTOR


Richard S. Hackel, Esq.
(bma01989)

Monheimer and Hackel, P.A.
30 Winter Street
Boston, MA 02108
(617) 574-9272

5
6 220

Name Richard S. Hackel
Attorney for Petitioner
Address Richard S. Hackel, Esq. (bma01989)
30 Winter Street, Boston, MA 02108
Telephone (617) 574-9272 (617) 574-9448 (fax)

Filing Fee Paid

89-13383

[NOTE: These official forms should be observed and used with such alterations as may be appropriate to suit the circumstances. See Rule 9009.]

☒ **INDIVIDUAL** ☐ **JOINT PETITION** ☐ **CORPORATION** ☐ **PARTNERSHIP**

UNITED STATES BANKRUPTCY COURT FOR THE
DISTRICT OF MASSACHUSETTS

In re

JOSEPH ROGERS

Debtor [set forth here all names including trade names used by Debtor within last 6 years].

Social Security Number 023-48-7115

and Debtor's Employer's Tax Identification No.

Social Security Number

and Debtor's Employer's Tax Identification No.

Date Petition Filed

Case No.

Bankruptcy Judge

VOLUNTARY PETITION

1. Petitioner's(s) mailing address, including county, is 140 Dudley Lane, Milton,
Norfolk County, Massachusetts 02186.
 2. Petitioner's(s) has (have) resided [or has been domiciled or Petitioner's principal place of business has been or The principal assets of the petitioner have been] within this district for the preceding 180 days [or for a longer portion of the preceding 180 days than in any other district].
 3. Petitioner's(s) is (are) qualified to file this petition and is (are) entitled to the benefits of title 11, United States Code as (a) voluntary debtor(s).
 4. ~~[If appropriate] A copy of petitioner's(s) proposed plan, dated _____, is attached [or Petitioner(s) intends to file a plan pursuant to chapter 11 or chapter 13] of title 11, United States Code.~~
 5. ~~[If petitioner is a corporation] Exhibit "A" is attached to and made part of this petition.~~
 6. [If petitioner is an individual whose debts are primarily consumer debts] Petitioner is aware that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understands the relief available under each such chapter, and chooses to proceed under chapter 7 of such title.
 7. [If petitioner is an individual whose debts are primarily consumer debts and such petitioner is represented by an attorney] A declaration or an affidavit in the form of Exhibit B is attached to and made a part of this petition.
- WHEREFORE, petitioner(s) pray(s) for relief in accordance with chapter 7 ~~[or chapter 11 or chapter 13]~~ of title 11, United States Code.

Signed: Richard S. Hackel
[Attorney for Petitioner(s)]

Address: 30 Winter Street

Boston, MA 02108

(617) 574-9272

[Petitioner(s) sign(s) if not represented by attorney.]

Joseph Rogers
Petitioner

Petitioner

I, JOSEPH ROGERS, the petitioner(s) named in the foregoing petition
declare under penalty of perjury that the foregoing is true and correct.

Executed on NOVEMBER 3, 1989

Signature Joseph Rogers
Petitioner

Signature _____
Petitioner

United States Bankruptcy Court

For the _____ District of Massachusetts

NOTICE TO INDIVIDUAL CONSUMER DEBTOR(S)

If you intend to file a petition for relief under the bankruptcy laws of the United States, and your debts are primarily consumer debts, the Clerk of Court is required to notify you of each chapter of the Bankruptcy Code under which you may seek relief. You may proceed under:

- Chapter 7 — Liquidation, or
- Chapter 11 — Reorganization, or
- Chapter 12 — Adjustments of Debts for Family Farmer
with Regular Annual Income
- Chapter 13 — Adjustment of Debts of an Individual
with Regular Income

If you have any questions regarding the information contained in this notice, you should consult with your attorney.

Clerk of Court

ACKNOWLEDGEMENT

I hereby certify that I have read this notice.

DATED: 11-3-89


Debtor

Joint Debtor, if any

INSTRUCTIONS: *If the debtor is an individual, a copy of this notice personally signed by the debtor must accompany any bankruptcy petition filed with the Clerk. If filed by joint debtors, the notice must be personally signed by each. Failure to comply may result in the petition not being accepted for filing.*

202

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MASSACHUSETTS

CHAPTER 7 CASE
NO. 89-13383-JNG

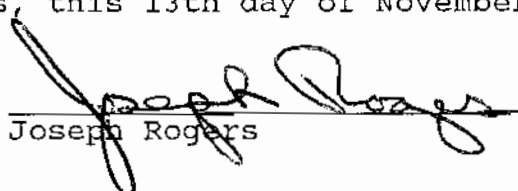
*
In Re: *
*
JOSEPH ROGERS, *
Debtor *

SCHEDULES OF ASSETS AND
LIABILITIES AND STATEMENT
OF AFFAIRS

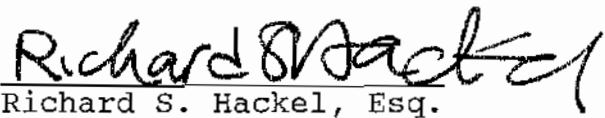
DOCKETED

I, Joseph Rogers, hereby certify under the pains and penalties of perjury, that I have read the attached Schedules of Assets and Liabilities and the Statement of Affairs and certify that the statements contained therein are true and complete and that the Schedules contain a statement of all debts and all property as required by law, all to the best of my knowledge and belief.

Dated at Boston, Massachusetts, this 13th day of November, 1989.


Joseph Rogers

COUNSEL FOR DEBTOR


Richard S. Hackel, Esq.
(bma01989)
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Boston, MA 02108
(617) 574-9272

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United States Bankruptcy Court

IN RE:

Joseph Rogers

Debtor(s)

FOR COURT USE ONLY	
Date Petition Filed	
Case No.	
Bankruptcy Judge	

DISCLOSURE OF COMPENSATION PAID OR PROMISED TO
ATTORNEY FOR THE DEBTOR

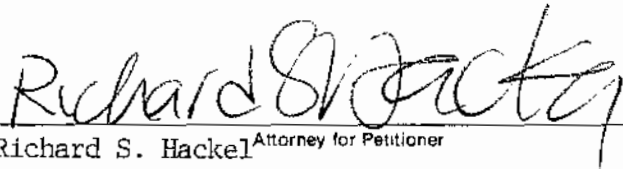
The undersigned states that he is attorney for the debtor and that the total compensation paid or promised (if such payment or agreement was made after one year before the date of the filing of the petition in this case) for services rendered or to be rendered in this case is as follows:

PAID	PROMISED	TOTAL
\$ 1,750.00 *	\$ None	\$ 1,750.00 *

The source of such compensation paid or promised is:

* includes \$ 150.00 for costs and filing fees.

Dated: 11/10 /89


Richard S. Hackel Attorney for Petitioner

If the petitioner is an individual whose debts are primarily consumer debts (incurred primarily for personal, family, or household purposes) EXHIBIT "B" must be completed and attached to the petition.

EXHIBIT "B"

I, Richard S. Hackel, attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that he or she may proceed under chapter 7 or 13 of title 11, United States Code, and have explained the relief available under each such chapter.

Dated: 11/10/89


Attorney for Petitioner

NAME OF DEBTOR: Joseph Rogers

SCHEDULE A
Statement of all debts of Debtor

Schedules A-1, A-2 and A-3 includes all the claims against the debtor or the debtor's property as of the commencement of the case.

SCHEDULE A-1
CREDITORS HAVING PRIORITY

INDICATE in the appropriate space the nature of the priority to which the creditor may be entitled; as follows:

- (a) "WAGES", if the claim is one for wages, salaries, or commissions, including vacation, severance and sick leave pay—
(i) earned by an individual within 90 days before the date of the filing of the petition or the date of the cessation of the debtor's business, whichever occurs first; but only
(ii) to the extent of \$2,000 for each such individual. (Sec. 507 (a) (3)).
(b) "EMPLOYEE BENEFITS", if the claim is for contributions to employee benefit plans arising from services rendered within 180 days before the date of the filing of the petition or the date of the cessation of the debtor's business, whichever occurs first. (Sec. 507 (a) (4)).
(c) "SECURITY DEPOSIT", if the claim is for deposits to the extent of \$900.00 for an individual in connection with undelivered property or serves for personal, family or household use. (Sec. 507 (a) (5)).
(d) "TAXES", if the creditor is a governmental unit, to the extent described in 11 USC. 507(a) (6)

Indicate in "Remarks" if the claim is

1. Disputed, Contingent or Unliquidated
2. Subject to a Setoff
3. Evidenced By a Judgment, Negotiable Instrument, or other writing
4. A Claim Incurred as a Partner, Joint Contractor or Cosignatory
(if so, identify the Partner, Joint Contractor or Cosignatory)

Name of creditor (including last known holder of any negotiable instrument) complete mailing address including zip code (if unknown, so state)

Internal Revenue Service Special Procedures P.O. Box 9106, JFK Station Boston, MA 02203	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
	uncertain	1985-1989	personal income taxes
Commonwealth of Mass/DOR Bankruptcy Unit 215 First Street Cambridge, MA 02142	NATURE OF PRIORITY	REMARKS	
	taxes	1985, 1986, and 1987 1040 returns in audit, 1988 not yet filed	
	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
	uncertain	1988	personal income taxes
	NATURE OF PRIORITY	REMARKS	
	taxes	No audit, 1988 return not yet filed, liability contingent on IRS audit	
3	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
	NATURE OF PRIORITY	REMARKS	
4	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
	NATURE OF PRIORITY	REMARKS	
5	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
	NATURE OF PRIORITY	REMARKS	
6	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
	NATURE OF PRIORITY	REMARKS	
7	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
	NATURE OF PRIORITY	REMARKS	

exact amount is
Total Priority Debt \$ uncertain & unknown

326

NAME OF DEBTOR Joseph Rogers

Schedule A-2

Creditors Holding Security

Indicate in "Remarks" if the claim is

1. Disputed, Contingent or Unliquidated
2. Subject to a Setoff
3. Evidenced By a Judgment, Negotiable Instrument, or other writing.
4. A Claim Incurred as a Partner, Joint Contractor or Consignatory (if so, identify the Partner, Joint Contractor or Consignatory)

Name of creditor (including last known holder of any negotiable instrument) complete mailing address including zip code (if unknown, so state)

City of Boston Collector/Treasurer City Hall Boston, MA 02201	AMOUNT OF CLAIM 8,000.00	WHEN INCURRED 	CONSIDERATION municipal obligations
BRIEF DESCRIPTION OF SECURITY condo units 511 Beacon Street and 21 Cumberland Street			
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and if applicable, redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS			
1 ACCOUNT NO.			
Boston Water & Sewer Comm. 425 Summer Street Boston, MA 02210	AMOUNT OF CLAIM uncertain	WHEN INCURRED 	CONSIDERATION municipal obligations
BRIEF DESCRIPTION OF SECURITY condo units 511 Beacon Street and 21 Cumberland Street			
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and if applicable, redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS			
2 ACCOUNT NO.			
Dime Savings Bank of New York EAB Plaza Uniondale, NY 11556	AMOUNT OF CLAIM 78,000.00	WHEN INCURRED 	CONSIDERATION first mortgage
BRIEF DESCRIPTION OF SECURITY condo unit 511 Beacon Street			
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and if applicable, redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS also c/o Day, Barry and Howard, 260 Franklin St. Boston, MA 02110			
3 ACCOUNT NO.			
Dime Savings Bank of New York EAB Plaza Uniondale, NY 11556	AMOUNT OF CLAIM 206,000.00	WHEN INCURRED 	CONSIDERATION first mortgagees
BRIEF DESCRIPTION OF SECURITY units 10 and 12 511 Beacon Street			
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and if applicable, redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS also c/o Friedman & Atherton 60 State Street, Boston, MA 02109			
4 ACCOUNT NO.			
Catherine Pinkham, Trustee 511 Beacon Street Realty Trust c/o Ronald Luccio 213 Newbury Street Boston, MA 02115	AMOUNT OF CLAIM 78,000.00	WHEN INCURRED 	CONSIDERATION second mortgage
BRIEF DESCRIPTION OF SECURITY Unit 8, 10 & 12, 511 Beacon Street			
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and if applicable, redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS			
5 ACCOUNT NO.			
511 Beacon Street Condominium Association c/o Clarke Property Management 316 Beacon Street, Boston, MA 02116	AMOUNT OF CLAIM 10,000.00	WHEN INCURRED 	CONSIDERATION
BRIEF DESCRIPTION OF SECURITY condo fees for 511 Beacon St.			
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and if applicable, redemption of security or reaffirmation of the debt ☐ claimed as exempt ☐ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS			
6 ACCOUNT NO.			

Total Secured Debt \$

227

NAME OF DEBTOR: Joseph Rogers

Schedule A-2

Creditors Holding Security

Indicate in "Remarks" if the claim is

1. Disputed, Contingent or Unliquidated
2. Subject to a Setoff
3. Evidenced By a Judgment, Negotiable Instrument, or other writing.
4. A Claim Incurred as a Partner, Joint Contractor or Consignatory (if so, identify the Partner, Joint Contractor or Consignatory)

Name of creditor (including last known holder of any negotiable instrument) complete mailing address including zip code (if unknown, so state)

City of Holyoke Collector/Treasurer City Hall Holyoke, MA 01040	AMOUNT OF CLAIM <u>uncertain</u>	WHEN INCURRED 	CONSIDERATION <u>municipal obligations</u>
	BRIEF DESCRIPTION OF SECURITY <u>Cherry Hill condo units</u>		DATE OBTAINED
	MARKET VALUE OF SECURITY 		
If relief is requested under Chapter 7 state the debtors intentions with respect to exemption, retention or surrender of the security and if applicable redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS 			
1 ACCOUNT NO.			
Cherry Hill Condo Association Maple Crest Circle Holyoke, MA 01040	AMOUNT OF CLAIM <u>uncertain</u>	WHEN INCURRED 	CONSIDERATION <u>condo fees</u>
	BRIEF DESCRIPTION OF SECURITY <u>Cherry Hill condo units</u>		DATE OBTAINED
	MARKET VALUE OF SECURITY 		
If relief is requested under Chapter 7 state the debtors intentions with respect to exemption, retention or surrender of the security and if applicable redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS 			
2 ACCOUNT NO.			
Framingham Savings Bank 600 Worcester Road Framingham, MA 01701	AMOUNT OF CLAIM <u>201,200.00</u>	WHEN INCURRED 	CONSIDERATION <u>first mortgages</u>
	BRIEF DESCRIPTION OF SECURITY <u>Cherry Hill condo units</u>		DATE OBTAINED
	MARKET VALUE OF SECURITY 		
If relief is requested under Chapter 7 state the debtors intentions with respect to exemption, retention or surrender of the security and if applicable redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS 			
3 ACCOUNT NO.			
Renaissance Trust 66 Long Wharf Boston, MA 02110	AMOUNT OF CLAIM <u>37,000.00</u>	WHEN INCURRED 	CONSIDERATION <u>second mortgages</u>
	BRIEF DESCRIPTION OF SECURITY <u>Cherry Hill condo units</u>		DATE OBTAINED
	MARKET VALUE OF SECURITY 		
If relief is requested under Chapter 7 state the debtors intentions with respect to exemption, retention or surrender of the security and if applicable redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS 			
4 ACCOUNT NO.			
Town of Weymouth Collector/Treasurer Town Hall Weymouth, MA 02188	AMOUNT OF CLAIM <u>uncertain</u>	WHEN INCURRED 	CONSIDERATION <u>municipal obligations</u>
	BRIEF DESCRIPTION OF SECURITY <u>Greentree Condominiums</u>		DATE OBTAINED
	MARKET VALUE OF SECURITY 		
If relief is requested under Chapter 7 state the debtors intentions with respect to exemption, retention or surrender of the security and if applicable redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS 			
5 ACCOUNT NO.			
Vanguard Savings Bank 143 Chestnut Street Holyoke, MA 01040	AMOUNT OF CLAIM <u>325,000.00</u>	WHEN INCURRED 	CONSIDERATION <u>first mortgages</u>
	BRIEF DESCRIPTION OF SECURITY <u>Greentree condominiums</u>		DATE OBTAINED
	MARKET VALUE OF SECURITY 		
If relief is requested under Chapter 7 state the debtors intentions with respect to exemption, retention or surrender of the security and if applicable redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS 			
6 ACCOUNT NO.			

Total Secured Debt \$

278

NAME OF DEBTOR: Joseph Rogers

Schedule A-2

Creditors Holding Security

Indicate in "Remarks" if the claim is

1. Disputed, Contingent or Unliquidated
2. Subject to a Setoff
3. Evidenced By a Judgment, Negotiable Instrument, or other writing
4. A Claim Incurred as a Partner, Joint Contractor or Consignatory (if so, identify the Partner, Joint Contractor or Consignatory)

Name of creditor (including last known holder of any negotiable instrument) complete mailing address including zip code (if unknown, so state)

Weymouth II Trust William Walsh, Trustee 954 Cambridge Street Cambridge, MA 02141	AMOUNT OF CLAIM 42,000.00	WHEN INCURRED 1987	CONSIDERATION second mortgages
BRIEF DESCRIPTION OF SECURITY Greentree Condominiums		DATE OBTAINED	MARKET VALUE OF SECURITY
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and if applicable redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS			
1 ACCOUNT NO.			
Greentree Condominium Assoc. Greentree Lane/Webster Street Weymouth, MA 02188	AMOUNT OF CLAIM uncertain	WHEN INCURRED	CONSIDERATION condo fees
BRIEF DESCRIPTION OF SECURITY Greentree Condominium		DATE OBTAINED	MARKET VALUE OF SECURITY
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and if applicable redemption of security or reaffirmation of the debt ☐ claimed as exempt ☐ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS			
2 ACCOUNT NO.			
Town of Shrewsbury Collector/Treasurer Town Hall Shrewsbury, MA 01545	AMOUNT OF CLAIM uncertain	WHEN INCURRED	CONSIDERATION municipal obligations
BRIEF DESCRIPTION OF SECURITY Brandywine Condominiums		DATE OBTAINED	MARKET VALUE OF SECURITY
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and if applicable redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS			
3 ACCOUNT NO.			
Somerset Savings Bank P.O. Box 40 Somerville, MA 02143	AMOUNT OF CLAIM 260,000.00	WHEN INCURRED	CONSIDERATION first mortgages
BRIEF DESCRIPTION OF SECURITY Brandywine Condominiums		DATE OBTAINED	MARKET VALUE OF SECURITY
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and if applicable redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS			
4 ACCOUNT NO.			
Vanguard Savings Bank 143 Chestnut Street Holyoke, MA 01040	AMOUNT OF CLAIM 125,000.00	WHEN INCURRED	CONSIDERATION first mortgages
BRIEF DESCRIPTION OF SECURITY Brandywine Condominium		DATE OBTAINED	MARKET VALUE OF SECURITY
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and if applicable redemption of security or reaffirmation of the debt ☐ claimed as exempt ☐ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS			
5 ACCOUNT NO.			
Amshrew Associates c/o William Walsh, Esq. 954 Cambridge Street Cambridge, MA 02141	AMOUNT OF CLAIM 25,000.00	WHEN INCURRED	CONSIDERATION second mortgages
BRIEF DESCRIPTION OF SECURITY Brandywine Condominium		DATE OBTAINED	MARKET VALUE OF SECURITY
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and if applicable redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS			
6 ACCOUNT NO.			

Total Secured Debt \$

NAME OF DEBTOR: Joseph Rogers

Schedule A-2

Creditors Holding Security

Indicate in "Remarks" if the claim is

1. Disputed, Contingent or Unliquidated
2. Subject to a Setoff
3. Evidenced By a Judgment, Negotiable Instrument, or other writing.
4. A Claim Incurred as a Partner, Joint Contractor or Consignatory
if so, identify the Partner, Joint Contractor or Consignatory)

Name of creditor (including last known holder of any negotiable instrument) complete mailing address including zip code (if unknown, so state)

Shrewsbury II Trust William Walsh, Trustee 954 Cambridge Street Cambridge, MA 02141	AMOUNT OF CLAIM 40,000.00	WHEN INCURRED 	CONSIDERATION second or third mortgages
BRIEF DESCRIPTION OF SECURITY Brandywine Condominiums		DATE OBTAINED 	MARKET VALUE OF SECURITY
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and, if applicable, redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS 			
1 ACCOUNT NO.			
Brandywine Condominium Trust c/o John D. Moorman, Esq. Davis & Gordon, P.C. One Lincoln Plaza Boston, MA 02111	AMOUNT OF CLAIM 17,000.00	WHEN INCURRED 	CONSIDERATION condo fees
BRIEF DESCRIPTION OF SECURITY Brandywine Condominiums		DATE OBTAINED 	MARKET VALUE OF SECURITY
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and, if applicable, redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS Worcester Superior Court Case No. 89-2431B			
2 ACCOUNT NO.			
University Bank & Trust Co. 25 Needham Street Newton, MA 02159	AMOUNT OF CLAIM 1.00 exact amount uncertain	WHEN INCURRED 	CONSIDERATION lien
BRIEF DESCRIPTION OF SECURITY Brandywine Condominiums		DATE OBTAINED 	MARKET VALUE OF SECURITY
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and, if applicable, redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS 			
3 ACCOUNT NO.			
Town of Bridgewater Collector/Treasurer Town Hall Bridgewater, MA 02324	AMOUNT OF CLAIM uncertain	WHEN INCURRED 	CONSIDERATION municipal obligations
BRIEF DESCRIPTION OF SECURITY Kingswood Park Village Condos		DATE OBTAINED 	MARKET VALUE OF SECURITY
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and, if applicable, redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS 			
4 ACCOUNT NO.			
Pioneer Financial Co-Op Bank 46 Pleasant Street Malden, MA 02148	AMOUNT OF CLAIM 60,000.00	WHEN INCURRED 	CONSIDERATION first mortgage
BRIEF DESCRIPTION OF SECURITY Kingswood Park Village Condos		DATE OBTAINED 	MARKET VALUE OF SECURITY
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and, if applicable, redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS 			
5 ACCOUNT NO.			
Richard Cabral 547 Amherst Street Nashua, NH 03063	AMOUNT OF CLAIM 6,000.00	WHEN INCURRED 	CONSIDERATION second mortgage
BRIEF DESCRIPTION OF SECURITY Kingswood Park Village Condos		DATE OBTAINED 	MARKET VALUE OF SECURITY
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and, if applicable, redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS 			
6 ACCOUNT NO.			

Total Secured Debt \$

NAME OF DEBTOR: Joseph Rogers

Schedule A-2

Creditors Holding Security

Indicate in "Remarks" if the claim is

1. Disputed, Contingent or Unliquidated
2. Subject to a Setoff
3. Evidenced by a Judgment, Negotiable Instrument, or other writing
4. A Claim Incurred as a Partner, Joint Contractor or Consignatory (if so, identify the Partner, Joint Contractor or Consignatory)

Name of creditor (including last known holder of any negotiable instrument) complete mailing address including zip code (if unknown, so state)

William Walsh 954 Cambridge Street Cambridge, MA 02141	AMOUNT OF CLAIM 22,000.00	WHEN INCURRED _____	CONSIDERATION third mortgage
BRIEF DESCRIPTION OF SECURITY Kingswood Park Village Condo		DATE OBTAINED _____	MARKET VALUE OF SECURITY _____
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and if applicable redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS			
1 ACCOUNT NO.			
Kingswood Park Village Condo Association 180 Main Street Bridgewater, MA 02324	AMOUNT OF CLAIM 1.00 uncertain	WHEN INCURRED _____	CONSIDERATION condo fees
BRIEF DESCRIPTION OF SECURITY Kingswood Park Village Condo		DATE OBTAINED _____	MARKET VALUE OF SECURITY _____
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and if applicable redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS			
2 ACCOUNT NO.			
South Boston Savings Bank 460 West Broadway South Boston, MA 02127	AMOUNT OF CLAIM 157,000.00	WHEN INCURRED _____	CONSIDERATION first mortgage
BRIEF DESCRIPTION OF SECURITY unit 4 21 Cumberland Street		DATE OBTAINED _____	MARKET VALUE OF SECURITY _____
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and if applicable redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS			
3 ACCOUNT NO.			
BayBank Real Credit Dept. 858 Washington Street Dedham, MA 02026	AMOUNT OF CLAIM 18,000.00	WHEN INCURRED _____	CONSIDERATION second mortgage
BRIEF DESCRIPTION OF SECURITY unit 4 21 Cumberland Street		DATE OBTAINED _____	MARKET VALUE OF SECURITY _____
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and if applicable redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS			
4 ACCOUNT NO.			
21 Cumberland Street Condo Trust 21 Cumberland Street Boston, MA 02115	AMOUNT OF CLAIM 3,500.00	WHEN INCURRED _____	CONSIDERATION condo fees
BRIEF DESCRIPTION OF SECURITY unit 4 21 Cumberland Street		DATE OBTAINED _____	MARKET VALUE OF SECURITY _____
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and if applicable redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS			
5 ACCOUNT NO.			
William Walsh 954 Cambridge Street Cambridge, MA 02141	AMOUNT OF CLAIM 22,000.00	WHEN INCURRED _____	CONSIDERATION condo fees
BRIEF DESCRIPTION OF SECURITY Greentree Condominium		DATE OBTAINED _____	MARKET VALUE OF SECURITY _____
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and if applicable redemption of security or reaffirmation of the debt ☐ claimed as exempt ☐ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS			
6 ACCOUNT NO.			

Total Secured Debt \$ _____

NAME OF DEBTOR: Joseph Rogers

Schedule A-2
Creditors Holding Security

Indicate in "Remarks" if the claim is

1. Disputed, Contingent or Unliquidated
2. Subject to a Setoff
3. Evidenced By a Judgment, Negotiable Instrument, or other writing.
4. A Claim Incurred as a Partner, Joint Contractor or Consignatory
 (if so, identify the Partner, Joint Contractor or Consignatory)

Name of creditor (including last known holder of any negotiable instrument) complete mailing address including zip code (if unknown, so state)

William Walsh 954 Cambridge Street Cambridge, MA 02141	AMOUNT OF CLAIM 22,000.00	WHEN INCURRED 	CONSIDERATION mortgage
BRIEF DESCRIPTION OF SECURITY Brandwyne Condominium		DATE OBTAINED 	MARKET VALUE OF SECURITY
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and, if applicable, redemption of security or reaffirmation of the debt ☐ claimed as exempt ☐ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS 			
1 ACCOUNT NO.			
Theodore Phillips 358 Commonwealth Avenue Boston, MA 02115	AMOUNT OF CLAIM 75,000.00	WHEN INCURRED 	CONSIDERATION mortgage
BRIEF DESCRIPTION OF SECURITY 511 Beacon Street Condominium		DATE OBTAINED 	MARKET VALUE OF SECURITY
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and, if applicable, redemption of security or reaffirmation of the debt ☐ claimed as exempt ☐ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS 			
2 ACCOUNT NO.			
AMOUNT OF CLAIM WHEN INCURRED CONSIDERATION			
BRIEF DESCRIPTION OF SECURITY		DATE OBTAINED	MARKET VALUE OF SECURITY
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and, if applicable, redemption of security or reaffirmation of the debt ☐ claimed as exempt ☐ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS			
3 ACCOUNT NO.			
AMOUNT OF CLAIM WHEN INCURRED CONSIDERATION			
BRIEF DESCRIPTION OF SECURITY		DATE OBTAINED	MARKET VALUE OF SECURITY
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and, if applicable, redemption of security or reaffirmation of the debt ☐ claimed as exempt ☐ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS			
4 ACCOUNT NO.			
AMOUNT OF CLAIM WHEN INCURRED CONSIDERATION			
BRIEF DESCRIPTION OF SECURITY		DATE OBTAINED	MARKET VALUE OF SECURITY
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and, if applicable, redemption of security or reaffirmation of the debt ☐ claimed as exempt ☐ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS			
5 ACCOUNT NO.			
AMOUNT OF CLAIM WHEN INCURRED CONSIDERATION			
BRIEF DESCRIPTION OF SECURITY		DATE OBTAINED	MARKET VALUE OF SECURITY
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and, if applicable, redemption of security or reaffirmation of the debt ☐ claimed as exempt ☐ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS			
6 ACCOUNT NO.			

Total Secured Debt \$ **1,837,702.00**

ADDENDUM TO SCHEDULE A-2
B-1, AND QUESTION 2(c) OF THE
STATEMENT OF AFFAIRS

1. EMPLOYMENT INFORMATION

The debtor received an undergraduate degree from Tufts College in 1982 and in 1983, went to work as a stockbroker for Dean Witter Reynolds, One Financial Center, Boston, Massachusetts. The debtor remained employed by Dean Witter Reynolds until June, 1987. On June 26, 1987, the debtor entered into an employment agreement with L.F. Rothschild & Co., Incorporated, ("Rothschild") a stock brokerage firm, to serve as an account executive and vice president at Rothschild's office in Boston, MA. The debtor remained employed by Rothschild until September 2, 1987. A dispute arose following the debtor's termination at Rothschild concerning overpayment of compensation. This matter was resolved in the course of arbitration under the auspices of the New York Stock Exchange and the debtor agreed to pay Rothschild \$6,000.00. Payments on this obligation were made in installments. On February 1, 1989, the final installment was made.

Subsequent to the termination of employment at Rothschild, the debtor went to work as a stockbroker for the brokerage firm of A.G. Edwards & Sons, Inc. in Boston, MA. The debtor remained at A.G. Edwards & Sons, Inc. until June, 1988. Since June, 1988, the debtor has been unemployed.

At the present time, the debtor has returned, full-time, to school to pursue a graduate degree in divinity.

2. CONDOMINIUM UNITS PURCHASED WITH PHILIP MAHONEY

Beginning in 1985, the debtor, together with Philip Mahoney ("Mahoney") now or formerly of Mountain View, California, purchased a number of condominium units. On November 3, 1988, the debtor conveyed to Mahoney all right, title and interest that he owned in fifteen condominium units located in Holyoke, South Weymouth, Shrewsbury and Bridgewater, Massachusetts. Contemporaneously thereto, Mahoney conveyed all right, title and interest that he owned in three condominium units at 511 Beacon Street, Boston, Massachusetts. A more detailed description of the real estate is set forth below:

A. CHERRYHILL CONDOMINIUMS, MAPLE CREST CIRCLE, HOLYOKE, MA

Title Holder: College Cherry Hill Trust u/d/t December 23, 1986 and recorded in the Hampden County Registry of Deeds. The debtor and Mahoney were the sole trustees and each owned 50% of the beneficial interest.

Tax ID No. 04-6579445

Units Four two bedroom units each approximately 720 square feet. Units 2C, 3C, 4A and 10F. Units 2C, 3C and 4A were acquired on November 20, 1987, for the purchase price of \$63,900.00 each and unit 4A on the same date for \$59,900.00.

At the time of transfer in November, 1988, the units were subject to a first mortgage to Framingham Savings Bank in the amount of \$201,200.00 and second mortgages to Renaissance Trust totalling more than \$37,000.00.

The debtor is uncertain as to whether William Walsh may have a mortgage on all or a portion of these units.

B. GREENTREE CONDOMINIUMS, GREENTREE LANE AND WEBSTER STREET, SOUTH WEYMOUTH, MA.

Title Holder: R&M Greentree Trust u/d/t dated December 15, 1986 and recorded in the Norfolk County Registry of Deeds. The debtor and Mahoney were the sole trustees and each owned 50% of the beneficial interest.

Tax ID No. 04-6579447

Units: Unit 65/12. Two bedroom - 910 square feet. Purchased May 29, 1987 for \$101,900.00. Subject to a first mortgage to Vanguard Savings Bank for \$81,500.00 and a second for \$11,000.00 to Weymouth II Trust.

Unit 65/204. Two bedroom - 980 square feet. Purchased May 29, 1987 for \$104,900.00. Subject to a first mortgage to Vanguard Savings Bank for \$83,900.00 and a second for \$11,000.00 to Weymouth II Trust.

Unit 65/312. One bedroom - 790 square feet. Purchased May 29, 1987 for \$94,900.00. Subject to a first mortgage to Vanguard Savings Bank for \$75,900.00 and a second for \$9,500.00 to Weymouth II Trust.

Unit 70/313. One bedroom - 790 square feet. Purchased May 29, 1987 for \$94,900.00. Subject to a first mortgage to Vanguard Savings Bank for \$75,900.00 and a second for \$9,500.00 to Weymouth II Trust.

William Walsh may have a blanket mortgage for \$22,000.00 on all or a portion of the above units.

C. BRANDYWINE CONDOMINIUMS, MAPLE CREST CIRCLE, SHREWSBURY, MA

Title holder: J&P Brandywine Trust u/d/t December 15, 1986 and recorded in the Worcester District, Worcester County Registry of Deeds in Book 10506, Page 88. The debtor and Philip Mahoney were the sole trustees and each owned 50% of the beneficial interest in the trust.

Tax ID No. 04-6579446

Units: Unit 14F - Two bedroom - 930 square feet. Purchased October 27, 1987, for \$83,900.00. Subject to a first mortgage to Somerset Savings Bank for \$67,120.00, a second to Amshrew Associates for \$5,000.00, and a third for \$10,123.00 to Shrewsbury II Trust.

Unit 32-J - One bedroom - 685 square feet. Purchase May 29, 1987 for \$75,900.00. Subject to a first mortgage for \$60,700.00 to Vanguard Savings Bank and a second for \$5,000.00 to Amshrew Associates.

Unit 60B - Two bedroom - 970 square feet. Purchased October 27, 1987 for \$81,900.00. Subject to a first mortgage to Somerset Savings Bank for \$65,520.00, a second for \$5,000.00 to Amshrew Associates and a third for \$9,850.00 to Shrewsbury II Trust.

Unit 64C - One bedroom - 670 square feet. Purchased October 27, 1987 for \$73,900.00. Subject to a first mortgage to Somerset Savings Bank for \$65,720.00 and a second for \$12,642.00 to Shrewsbury II Trust.

Unit 64E - One bedroom - 685 square feet. Purchased October 27, 1987 for \$73,900.00. Subject to a first mortgage to Somerset Savings Bank for \$59,120.00, a second for \$5,000.00 to Amshrew Associates and a third for \$8,170.00 to Shrewsbury II Trust.

Unit 66K - One bedroom - 685 square feet. Purchased May 29, 1987 for \$75,900.00. Subject to a first mortgage to Vanguard Savings Bank for \$60,700.00 and a second for \$5,000.00 to Amshrew Associates.

William Walsh may have a blanket mortgage for \$22,000.00 on all or a portion of the above units.

The Trustees of Brandywine Condominium Trust have brought civil action in the Worcester Superior Court for condominium common area charges. See civil action No. 89-2431B. A judgment has been issued in favor of the plaintiff. The University Bank and Trust Company is included as a party/defendant in such civil action and, accordingly, the debtor has included this creditor on Schedule A-2. The debtor is uncertain as to the obligation due the University Bank and Trust Co.

D. KINGSWOOD PARK VILLAGE CONDOMINIUM, BRIDGEWATER, MA

Title holder: Bridgewater Trust recorded in the Plymouth Registry of Deeds. The debtor and Philip Mahoney were the sole trustees and each owned 50% of the beneficial interest in the trust.

Tax ID No. 04-6579449

Unit 4207. First mortgage to Pioneer Financial for \$60,000.00 and a second mortgage to Richard Cabral for \$5,500.00 and a third for \$22,000.00 to William Walsh.

E. 511 BEACON STREET CONDOMINIUM, 511 BEACON STREET, BOSTON, MA

Title holder: Beacon Street Trust u/d/t recorded in the Suffolk Registry of Deeds in Book 14008, Page 68. The debtor and Philip Mahoney were the sole trustees and each owned 50% of the beneficial interest in the trust.

Tax ID No. 04-6579448

Units: Unit 8 studio. First mortgage to Dime Savings Bank for \$76,000.00 and a second to Catherine Pinkham, Trustee of 511 Beacon Street Realty Trust c/o Ronald Luccio for \$18,000.00.

Unit 10 - One bedroom. First mortgage to Dime Savings Bank for \$103,400.00 and a second to Catherine Pinkham, Trustee of 511 Beacon Street Realty Trust c/o Ronald Luccio for \$25,000.00.

Unit 12 - One bedroom. First mortgage to Dime Savings Bank for \$103,000.00, and a second to Catherine Pinkham, Trustee of 511 Beacon Street Realty Trust c/o Ronald Luccio for \$25,000.00.

Theodore Phillips has a blanket third mortgage for \$75,000.00.

The debtor is uncertain as to the present value of these units. The debtor estimates that the value of these units is substantially less than the amount of liens and encumbrances of record.

3. 21 CUMBERLAND STREET CONDOMINIUM, 21 CUMBERLAND STREET, BOSTON, MA

Title holder: The debtor and Philip Mahoney are the present owners of all of the beneficial shares of Cumberland Trust u/d/t dated July 2, 1987 and recorded in the Suffolk Registry of Deeds in Book 14008, Page 61. The debtor and Philip Mahoney were the sole trustees and each owned 50% of the beneficial interest.

Tax ID No. 04-6579450

Unit: Unit 4. Two bedroom. First mortgage to South Boston Savings Bank for \$157,000.00 and a second mortgage to BayBank Mortgage Co. (Real credit) for \$18,000.00.

The debtor is uncertain as to the present value of this unit. The debtor estimates that the value of unit 4, 21 Cumberland Street Condominium is substantially less than the amount of liens and encumbrances of record.

4. APARTMENT 501, SEA RANCH CLUB CONDOMINIUM, FT. LAUDERDALE, FL.

The debtor was the sole owner of apartment No. 501 at Sea Ranch Club Condominium, Ft. Lauderdale, Florida. This unit was known as apartment No. 501 of Sea Ranch Club, Condominium B and was located at 5000 North Ocean Boulevard, Ft. Lauderdale, FL. Apartment No. 501 was sold by the debtor on March 28, 1989, to Joseph Auslander and Dorothy Auslander for \$241,500.00. Records for the sale of this unit are available. All funds from the sale were used to pay liens of record or costs associated with such sale.

5. NECESSARY DESIGNS, INC. and GUEST VISION, INC., d/b/a VIDEO INN

The debtor caused to be established in 1986 two Massachusetts corporations (1) Necessary Designs, Inc. and (2) Guest Vision, Inc. d/b/a Video Inn. Debtor was the principal stockholder and the principal officer.

Necessary Designs was set up to merchandise inventions and Guest Vision, Inc. was established to merchandise a vending system providing video tapes. Neither corporation made any money. Both are out of businesses and defunct and have been so for more than one year. No payroll withholding tax returns or sales tax returns were required to be filed and all business records are available.

NAME OF DEBTOR: Joseph Rogers

Schedule A-3

Creditors having Unsecured Claims Without Priority

Indicate in "Remarks" if the claim is

1. Disputed, Contingent or Unliquidated
2. Subject to a Setoff
3. Evidenced By a Judgment, Negotiable Instrument, or other writing.
4. A Claim Incurred as a Partner, Joint Contractor or Cosignatory (if so, identify the Partner, Joint Contractor or Cosignatory)

Name of creditor (including last known holder of any negotiable instrument) complete mailing address including zip code (if unknown, so state)

1 SEE ITEMIZED SCHEDULE ATTACHED HERETO AND MADE A PART HEREOF.	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
	REMARKS		
2 WHERE EXACT DATES OR AMOUNTS ARE NOT SHOWN, SAME ARE UNKNOWN.	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
	REMARKS		
3	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
	REMARKS		
4	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
	REMARKS		
5	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
	REMARKS		
6	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
	REMARKS		
7	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
	REMARKS		
8	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
	REMARKS		
9	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
	REMARKS		
10	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
	REMARKS		
11	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
	REMARKS		

Total Unsecured Debt\$ 245,971.00

Alkash, Joseph Boston Central Realty 49 Massachusetts Avenue Boston, MA 02115	\$ 1000.00
Am-Pro 183 Newbury Street Route 1 North Danvers, MA 01923	\$ 354.00
Baker & Nunes Howard Nunes, Esq. 11 Beacon Street Boston, MA 02108	\$ 1.00 (exact amount unknown)
BayBank P.O. Box 522 Waltham, MA 02254	\$ 9500.00
BayBank c/o Credit & Collection 858 Washington Street Dedham, MA 02026	above, for notice only.
BayBank Middlesex 858 Washington Street Dedham, MA 02026	\$ 7000.00
BayBank Middlesex 858 Washington Street Dedham, MA 02026	\$ 1.00 (exact amount unknown)
BayBank Middlesex Revolving Credit 858 Washington Street Dedham, MA 02026	\$ 1000.00
Bayne, Jacqueline 511 Beacon Street, Unit 8 Boston, MA 02115	\$ 650.00
Berkley Cleaners 44 Boylston Street Boston, MA 02116	\$ 230.00

Boston Edison
Credit and Collection
800 Boylston Street
Boston, MA 02199

\$ 2500.00

Boston Globe
135 Wm. T. Morrissey Blvd
Dorchester, MA 02121

\$ 155.00

Boston Globe
c/o Smith, Levenson & Smith
160 Federal Street
Boston, MA 02110

above, for notice only.

Boston Racquet Ball Club
10 Post Office Square
Boston, MA 02109

\$ 785.00

Cablevision of Boston
25 Travis Street
Brighton, MA 021

\$ 200.00

Cambridge Teachers FCU
1700 Cambridge Street
Cambridge, MA 02142

\$ 13000.00

Carriker, Linda
511 Beacon Street
Boston, MA 02115

\$ 350.00

Cellular One
306 Northern Avenue
Boston, MA 02110

\$ 400.00

Chase Manhattan Bank
600 Community Drive
Manhasset, NY 11036

\$ 1500.00

Citibank
Visa
P.O. Box 6001
Sioux Falls, SD 57188

\$ 6000.00

City of Medford City Hall Medford, MA 02155	\$ 10.00
Commerce Service Corp. 221 N. Thirteenth Street Philadelphia, PA 19107	\$ 75.00
Copy Cop, Inc. 815 Boylston Street Boston, MA 02116	\$ 335.00
Csapler & Bok Richard C. Csapler, Jr., Esq. One Winthrop Square Boston, MA 02110	\$ 1.00 (exact amount unknown)
DeBlosi, Robert, CPA 400 Massachusetts Avenue Arlington, MA 02174	\$ 4500.00
Delta Airlines C/O Credit Collection Service P.O.Box 898 East Dennis, MA 02641	\$ 675.00
DiCara, Selig, Sawyer & Holt Three Center Plaza Boston, MA 02108	\$ 700.00
Donovan, James M., DMD 25 Chestnut Hill Road Brookline, MA 02167	\$ 4000.00
E.L.S.I. Education Loan Services, Inc. P.O. Box 9175 Braintree, MA 02184	\$ 3000.00
Filenes P.O. Box 911 Boston, MA 02103	\$ 500.00

Fitzpatrick and McCarthy Kathleen M. McCarthy 1087 Beacon Street Newton Centre, MA 02150	\$ 3000.00	
Hanscom Field FCU Hanscom Air Force Base Bedford, MA 01730	\$ 6000.00	
Jeans, John T. 511 Beacon Street Boston, MA 02115	\$ 350.00	
Jordan Marsh P.O. Box 9150 Boston, MA 02205	\$ 500.00	
Jordan Marsh P.O. Box 9150 Boston, MA 02205	\$ 2500.00	
Lotus Corporation Lotus Signal Service 55 Cambridge Parkway Cambridge, MA 02142	\$ 500.00	
Mahoney, Philip 1219 Christobal Privata Mountain View, CA 94040	\$ 100000.00	DISPUTED
Marc Rosenberg & Associates Inc. 95 West Squantum Street Suite 119 North Quincy, MA 02171	\$ 2000.00	
Marujo, Rose 14 Sekel Srtreet Cambridge, MA 02141	\$ 300.00	
Mass Board of Higher Education 330 Stuart Street Boston, MA 02116	\$ 5000.00	

MCI Telecommunications \$ 170.00
1133 19th St.NW
Washington, DC 20036

MCI Telecommunications \$ 83.00
1100 King Street A1-3CC
Ryebrook, NY 10573

MCI Telecommunications above, for notice only.
c/o NCMC
P.O. Box 20354
Touson, MD 21204

Mehdi, Lima \$ 600.00
511 Beacon Street, Unit 10
Boston, MA 02115

Morse, Christine \$ 795.00
Morse, Rosemary
71 Pond Street
Georgetown, MA 01833

New England Telephone \$ 500.00
245 State Street
Boston, MA 02109

Sears Roebuck & Co. \$ 200.00
45 Congress Street
Salem, MA 01970

Security Design Consultants \$ 500.00
10 Sibley Road
Weston, MA 02193

Shawmut Bank \$ 800.00
100 Summer Street
Boston, MA 02110

Southern Bell \$ 200.00
Fort Lauderdale, FL 333

Schedule A-3 - Creditors having unsecured claims without priority. Page

Speedy Package Delivery 31 St. James Avenue Boston, MA 02116	\$ 85.00	
The Copy House 128 High Street Boston, MA 02110	\$ 100.00	
The Zari Corporation Maple Technology Park 420 Maple Street Marlboro, MA 01752	\$ 2000.00	
Tufts University Student Loan Bursar's office Medford, MA 02155	\$ 766.00	
Tufts University c/o University Accounting Service 180 N. Executive Drive Brookfield, WI 53005	above, for notice only.	
Walsh, William 954 Cambridge Street Cambridge, MA 02142	\$ 60000.00	DISPUTED
Younis, Carl 511 Beacon Street, Unit 12 Boston, MA 02115	\$ 600.00	

NAME OF DEBTOR: Joseph Rogers

**DISCLOSURE OF COMPENSATION PAID OR PROMISED TO ATTORNEY
FOR THE DEBTOR**

The debtor(s) state that the total compensation paid or promised for services rendered or to be rendered by the attorney for the debtor in connection with this case and the source of the compensation paid or to be paid is as follows:

PAID

PROMISED

TOTAL

\$ 1,750.00 *

\$ None

\$ 1,750.00 *

The source of such compensation paid or promised is:

* includes \$150.00 for filing fees and costs

SCHEDULE B—STATEMENT OF ALL PROPERTY OF DEBTOR

Schedules B—1, B—2, B—3, and B—4 include all legal or equitable interests of the debtor in property as of the commencement of the case, including ALL interests of the debtor (and the debtor's spouse, if any) in community property that is under the sole, equal, or joint management and control of the debtor or is liable for a claim against the debtor and against the debtor's spouse.

[illegible]

Total	\$	UNCERTAIN & UNKNOWN

246

NAME OF DEBTOR: Joseph Rogers

SCHEDULE B-2. — PERSONAL PROPERTY Type of property (Attach and identify supplemental lists as may be necessary)	Description and location	Market value of debtor's interest without deductions for secured claims listed in schedules A-2 or exemptions claimed in schedule B-4
a. Cash on hand	less than	\$ 100.00
b. Deposits of money with banking institutions, savings and loan associations, credit unions, public utility companies, landlords, and others	less than	300.00
c. Household goods, supplies, and furnishings <u>aggregate value</u>	less than	4,000.00
d. Books, pictures, and other art objects; stamp, coin, and other collections		None
e. Wearing apparel, jewelry, firearms, sports equipment, and other personal possessions	less than	500.00
f. Automobiles, trucks, trailers, and other vehicles		None
g. Boats, motors, and their accessories		None
h. Livestock, poultry, and other animals		None
i. Farming supplies and implements		None
j. Office equipment, furnishings, and supplies		None
k. Machinery, fixtures, equipment, and supplies (other than those listed in items j and l) used in business		None
l. Inventory		None
m. Tangible personal property of any other description		None
n. Patents, copyrights, franchises, and other general intangibles (specify all documents and writings relating thereto)		None
o. Government and corporate bonds and other negotiable and nonnegotiable instruments		None
p. Other liquidated debts owing bankrupt or debtor		None
q. Contingent and unliquidated claims of every nature, including counterclaims of the debtor (give estimated value of each)		None
r. Interests in insurance policies (itemize surrender or refund values of each)		None
s. Annuities (itemize and name each insurer)		None
t. <u>See addendum to Schedule A-2 stock in defunct corporations</u> Stocks and interests in incorporated and unincorporated companies (itemize separately)	<u>value to estate</u>	None
u. Interests in partnerships		None
v. Equitable and future interests, life estates, and rights or powers exercisable for the benefit of the debtor (other than those listed in schedule B-1) (specify all written instruments relating thereto)		None

Total \$ 4,900.00

SCHEDULE B-3. — PROPERTY NOT OTHERWISE SCHEDULED

Type of property	Description and location	Market value of debtor's interest without deduction for secured claims listed in schedule A-2 or exemptions claimed in schedule B-4
a. Property transferred under assignment for benefit of creditors, within 90 days prior to filing of petition (specify date of assignment, name and address of assignee, amount realized therefrom by the assignee, and disposition of proceeds so far as known to debtor)		\$ None
b. Legal or equitable interest in Property of any kind not otherwise scheduled	The debtor may have claims against Philip Mahoney on account of the transfer and of the debtor's interest in various condominium units on 11/3/88 and claims against others arising out of the purchase and/or management of the various condominium units.	Uncertain unknown Uncertain Unknown
Total		Unknown

EXEMPTION ELECTION

The Debtor <u>Joseph Rogers</u>	(If a Joint case)
(name)	The Debtor _____
elects to have exemptions determined pursuant to (Check one)	(name)
☒ 11 U.S.C. 522(b) (1) (Federal exemption)	elects to have exemptions determined pursuant to (Check one)
☐ U.S.C. 522(b) (2) (State exemption), and	☐ 11 U.S.C. 522(b) (1) (Federal exemption)
	☐ 11 U.S.C. 522(b) (2) (State exemption), and

SCHEDULE B-4. — PROPERTY CLAIMED AS EXEMPT

Type of property	Location, description, and so far as relevant to the claim of exemption, present use of property	Specify statute creating the exemption	Value claimed exempt
Equity in real estate		11 USC 522(d)(1)	\$ 7,500.00
Household goods, furniture and furnishings		11 USC 522(d)(3)	4,000.00
Jewelry		11 USC 522(d)(4)	500.00
Cash, deposits and other misc. items of personal property (includes unused portion of exemption	under 11 USC 522(d)(1)	11 USC 522(d)(5)	400.00
up to Total			\$ 12,400.00

SUMMARY OF DEBTS AND PROPERTY
(From the statements of the debtor in schedules A and B)

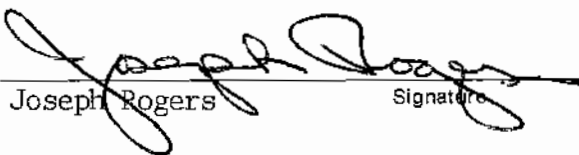
Schedule A	DEBTS	Total
A (1) (a)	Wages, etc. having priority	None
A (1) (b)	Contributions to employee benefit plans	None
A (1) (c)	Deposits in connection with the purchase, lease, or rental of property, or the purchase of services, for the personal, family, or household use	None
A (1) (d)	Taxes entitled to priority	Uncertain
A-2	Secured claims	1,718,702.00
A-3	Unsecured claims without priority	245,971.00
Schedule A total		\$ 1,964,673.00

Schedule B	PROPERTY	Total
B-1 - Real property (total value)	uncertain & unknown	None
B-2/a - Cash on hand	less than 100.00	None
B-2/b - Deposits	less than 300.00	None
B-2/c - Household goods	less than aggregate value 4,000.00	None
B-2/d - Books, pictures, and collections	None	None
B-2/e - Wearing apparel and personal possessions	less than 500.00	None
B-2/f - Automobiles and other vehicles	None	None
B-2/g - Boats, motors, and accessories	None	None
B-2/h - Livestock and other animals	None	None
B-2/i - Farming supplies and implements	None	None
B-2/j - Office equipment and supplies	None	None
B-2/k - Machinery, equipment, and supplies used in business	None	None
B-2/l - Inventory	None	None
B-2/m - Other tangible personal property	None	None
B-2/n - Patents and other general intangibles		None
B-2/o - Bonds and other instruments		None
B-2/p - Other liquidated debts		None
B-2/q - Contingent and unliquidated claims		None
B-2/r - Interests in insurance policies		None
B-2/s - Annuities		None
B-2/t - Interests in corporations and unincorporated companies		None
B-2/u - Interests in partnerships		None
B-2/v - Equitable and future interests, rights and powers in personality		None
B-3/a - Property assigned for benefit of creditors		None
B-3/b - Property not otherwise scheduled		Uncertain
Schedule B total		\$ unknown

B-4 Property claimed as exempt up to \$ 12,400.00

I, Joseph Rogers, declare under penalty of perjury that I have read the foregoing schedules, consisting of _____ pages and that they are true and correct to the best of my knowledge, information and belief.

Executed on November 13, 1989


Joseph Rogers Signature

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OFFICIAL FORM NO. 7
STATEMENT OF FINANCIAL AFFAIRS FOR DEBTOR NOT ENGAGED IN BUSINESS

(Each question shall be answered or the failure to answer explained. If the answer is "none," or "not" applicable," so state. If additional space is needed for the answer to any question, a separate sheet, properly identified and made a part hereof, should be used and attached.)

The term, "original petition," as used in the following questions, shall mean the petition filed under Section 301, 302, 303 or 304 of Title 11 of the United States Code, or under Rule 1002, 1003, or 1004.)

1. Name and residence

a. What is your full name?

Joseph Rogers

b. Have you used, or been known by, any other names within the 6 years immediately preceding the filing of the original petition herein? (If so, give particulars.)

No

c. Where do you now reside?

140 Dudley Lane
Milton, MA 02186

d. Where else have you resided during the 6 years immediately preceding the filing of the original petition herein?

291 Beacon Street, Boston, MA
21 Cumberland Street, Boston, MA
358 Commonwealth Avenue, Boston, MA
336 Commonwealth Avenue, Boston, MA

2. Occupation and income

a. What is your occupation?

Unemployed

b. Where are you now employed? (Give the name and address of your employer, or the address at which you carry on your trade or profession, and the length of time you have been so employed or engaged.)

I am presently enrolled as a student at
Gordon Cornwall College, Manchester, MA
studying for a Masters of Divinity degree.

c. Have you been in a partnership with anyone, or engaged in any business during the 6 years immediately preceding the filing of the original petition herein? (If so, give particulars, including names, dates, and places.)

See statement attached to
Schedule A-2.

d. What amount of income have you received from your trade or profession during each of the 2 calendar years immediately preceding the filing of the original petition herein?

1987: \$11,634.00
1988: uncertain - tax returns being prepared

e. What amount of income have you received from other sources during each of these 2 years? (Give particulars, including each source, and the amount received therefrom.)

None, except as shown above.

3. Tax returns and refunds

a. Where did you file your last federal, state and municipal income tax returns for the 2 years immediately preceding the filing of the original petition herein?

Andover, MA and Boston, MA

b. What tax refunds (income and other) have you received during the year immediately preceding the filing of the original petition herein?

None

c. To what tax refunds (income and other), if any, are you, or may you be entitled? (Give particulars, including information as to any refund payable jointly to you and your spouse or any other person.)

None

4. Financial accounts, certificates of deposit and safe deposit boxes.

a. What accounts or certificates of deposit or shares in banks, savings and loan, thrift, building and loan and homestead associations, credit unions, brokerage houses, pension funds and the like have you maintained, alone or together with any other person, and in your own or any other name within the two years immediately preceding the filing of the original petition herein? (Give the name and address of each institution, the name and number under which the account or certificate is maintained, and the name and address of every other person authorized to make withdrawals from such account.)

Boston Private Bank & Trust Co.
Boston, MA

BayBank, Boston, MA

Shawmut Bank, Boston, MA

b. What safe deposit box or boxes or other depository or depositories have you kept or used for your securities, cash, or other valuables within the two years immediately preceding the filing of the original petition herein? (Give the name and address of the bank or other depository, the name in which each box or other depository was kept, the name and address of every other person who had the right of access thereto, a brief description of the contents thereof, and, if the box has been surrendered, state when surrendered, or if transferred, when transferred, and the name and address of the transferee.)

None

5. Books and records

a. Have you kept books of account or records relating to your affairs within the 2 years immediately preceding the filing of the original petition herein?

Yes

b. In whose possession are these books or records? (Give names and address.)

Debtor

c. If any of these books or records are not available, explain

N/A

d. Have any books of account or records relating to your affairs been destroyed, lost, or otherwise disposed of within the 2 years immediately preceding the filing of the original petition herein? (If so give particulars, including date of destruction, loss or disposition, and reason therefor.)

No

6. Property held for another person

What property do you hold for any other person? (Give name and address of each person, and describe the property, or value thereof, and all writings relating thereto)

None

7. Property held by another.

Is any other person holding anything of value in which you have an interest? (Give name and address, location and description of the property, and circumstances of the holding.)

Pursuant to the terms of an agreement dated November 3, 1988, I conveyed my interest in certain condominium units to Philip Mahone. See attached addendum to Schedule A-2.

8. Prior Bankruptcy

What cases under the Bankruptcy Act or title 11, United States Code have previously been brought by or against you? (State the location of the bankruptcy court, the nature and number of each case, the date when it was filed, and whether a discharge was granted or refused, the case was dismissed, or a composition arrangement, or plan was confirmed.)

None

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9. Receiverships, general assignments, and other modes of liquidation

a. Was any of your property, at the time of the filing of the original petition herein, in the hands of a receiver, trustee, or other liquidating agent? (If so, give a brief description of the property, the name and address of the receiver, trustee, or other agent, and, if the agent was appointed in a court proceeding, the name and location of the court, the title and number of the case, and the nature thereof.)

No

b. Have you made any assignment of your property for the benefit of your creditors, or any general settlement with your creditors, within one year immediately preceding the filing of the original petition herein? (If so, give dates, the name and address of the assignee, and a brief statement of the terms of assignment or settlement.)

No

10. Suits, executions, and attachments

a. Were you a party to any suit pending at the time of the filing of the original petition herein? (If so, give the name and location of the court and the title and nature of the proceeding)

Yes, various suits. Records and information available.

b. Were you a party to any suit terminated within the year immediately preceding the filing of the original petition herein? (If so, give the name and location of the court, the title and nature of the proceeding, and the result)

Yes, various suits. Records and information available.

c. Has any of your property been attached, garnished, or seized under any legal or equitable process within the year immediately preceding the filing of the original petition herein? (If so, describe the property seized or person garnished, and at whose suit.) ...

I am uncertain

11. Payment of loans, installment purchases and other debts.

a. What payments in whole or in part have you made during the year immediately preceding the filing of the original petition herein on any of the following: (1) loans; (2) installment purchases of goods and services; and (3) other debts? (Give the names and addresses of the persons receiving payment, the amounts of the loans or other debts and the purchase price of the goods and services, the dates of the original transactions, the amounts and dates of payments and, if any of the payees are your relatives or insiders, the relationship; if the debtor is a partnership and any of the payees is or was a partner or a relative of a partner, state the relationship, if the debtor is a corporation and any of the payees is or was an officer, director, or stockholder, or a relative of an officer, director, or stockholder, state the relationship)

Payments made to creditors.
Records available.

b. Setoffs.

What debts have you owed to any creditor, including any bank, which was setoff by that creditor against a debt or deposit owing by the creditor to you during the year immediately preceding the filing of the original petition herein? (Give the names and addresses of the persons setting off such debts, the dates of the setoffs, the amounts of the debts owing by you and to you and, if any of the creditors are your relatives or insiders, the relationship.)

None

12. Transfers of property

a. Have you made any gifts, other than ordinary and usual presents to family members and charitable donations, during the year immediately preceding the filing of the original petition herein? (If so, give names and addresses of donees and dates, description, and value of gifts.)

No

b. Have you made any other transfer, absolute or for the purpose of security, or any other disposition, of real or tangible personal property during the year immediately and preceding the filing of the original petition herein? (Give a description of the property, the date of the transfer or disposition, to whom transferred or how disposed of, and, if the transferee is a relative or insider, the relationship, the consideration, if any, received therefor, and the disposition of such consideration.)

Yes, I transferred my interest in certain condominium units to Philip Mahoney on 11/3/88. Copies of documents available. See addendum to Schedule A-2.

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13. Repossessions and returns

Has any property been returned to, or repossessed by, the seller or by a secured party during the year immediately preceding the filing of the original petition herein? (If so, give particulars including the name and address of the party getting the property and its description and value.)

No

14. Losses

a. Have you suffered any losses from fire, theft, or gambling during the year immediately preceding or since the filing of the original petition herein? (If so, give particulars, including dates, names, and places, and the amounts of money or value and general description of property lost.)

No

b. Was the loss covered in whole or part by insurance? (If so, give particulars.)

N/A

15. Payments or transfers to attorneys

a. Have you consulted an attorney during the year immediately preceding or since the filing of the original petition herein? (Give date, name and address.)

Yes, I have consulted with a number of attorneys within the past year. On 10/30/89, I retained Attorney Richard S. Hackel, 30 Winter Street Boston, MA, to represent me in these proceedings.

b. Have you during the year immediately preceding or since the filing of the original petition herein paid any money or transferred any property to the attorney or to any other person on his behalf? (If so, give particulars, including amount paid or value of property transferred and date of payment or transfer.)

I have paid Attorney Hackel \$1,750.00 for his services herein and such sum includes \$150.00 for costs and filing fees.

c. Have you, either during the year immediately preceding or since the filing of the original petition herein, agreed to pay any money or transfer any property to an attorney at law, or to any other person on his behalf? (If so, give particulars, including amount and terms of obligation.)

No. However, if Attorney Hackel is required to provide legal services subsequent to the Section 341 meeting, I agree to pay him at the hourly rate of \$135.00 plus reimbursement for out-of-pocket expenses.

I, Joseph Rogers, declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and that they are true and correct to the best of my knowledge, information, and belief.

Executed on November 13, 1989
Date

Joseph Rogers
Debtor

21 Cumberland Street

Boston, MA 02115

(4)

Am-Pro

183 Newbury Street

Route 1 North

Danvers, MA 01923

(7) 4262-1505-0000-1605

BayBank

P.O. Box 522

Waltham, MA 02254

(10)

BayBank Middlesex

858 Washington Street

Dedham, MA 02026

(13)

Bayne, Jacqueline

511 Beacon Street, Unit 8

Boston, MA 02115

(16)

Boston Globe

135 Wm. T. Morrissey Blvd

Dorchester, MA 02121

(19)

Boston Water & Sewer Commission

425 Summer Street

Boston, MA 02210

(22)

Cabral, Richard

547 Amherst Street

Nashua, NH 03063

(25)

Catherine Pinkham, Trustee

511 Beacon Street Realty Trust

Boston, MA 02115

(28) 011066212132626005

Chase Manhattan Bank

600 Community Drive

Manhasset, NY 11036

c/o Clark Property Management

316 -on Street

Boston, MA 02116

(5)

Amshrew Associates

c/o William Walsh, Esq.

954 Cambridge Street

Cambridge, MA 02141

(8) 4262-1505-0000-1605

BayBank

c/o Credit & Collection

858 Washington Street

Dedham, MA 02026

(11)

BayBank Middlesex

Revolving Credit

858 Washington Street

Dedham, MA 02026

(14)

Berkley Cleaners

44 Boylston Street

Boston, MA 02116

(17)

Boston Globe

c/o Smith, Levenson & Smith

160 Federal Street

Boston, MA 02110

(20)

Brandywine Condominium Trust

c/o Davis & Gordon, P.C.

One Lincoln Plaza

Boston, MA 02111

(23) 2204

Cambridge Teachers FCU

1700 Cambridge Street

Cambridge, MA 02142

(26)

Catherine Pinkham, Trustee

c/o Ronald Luccio

213 Newbury Street

Boston, MA 02115

(29) 011066212132626005

Chase Manhattan Bank

c/o

P.O.Box 15005

Wilmington, DE 19893

Boston Central Realty

Massachusetts Avenue

Boston, MA 02115

(6)

Baker & Nunes

Howard Nunes, Esq.

11 Beacon Street

Boston, MA 02108

(9) 10046468

BayBank Middlesex

858 Washington Street

Dedham, MA 02026

(12)

BayBank Real Credit Dept.

858 Washington Street

Dedham, MA 02026

(15)

Boston Edison

Credit and Collection

800 Boylston Street

Boston, MA 02199

(18)

Boston Racquet Ball Club

10 Post Office Square

Boston, MA 02109

(21)

Cablevision of Boston

25 Travis Street

Brighton, MA 021

(24)

Carriker, Linda

511 Beacon Street

Boston, MA 02115

(27)

Cellular One

306 Northern Avenue

Boston, MA 02110

(30)

Cherry Hill Condo Association

Maple Crest Circle

Holyoke, MA 01040

254

Citibank
Visa
P.O. Box 6001
Sioux Falls, SD 57188

(34) 47939
City of Medford
City Hall

Medford, MA 02155

(37)
Copy Cop, Inc.
815 Boylston Street

Boston, MA 02116

(40) MR89RC19535
Delta Airlines
C/O Credit Collection Service
P.O.Box 898
East Dennis, MA 02641

(43)
Dime Savings Bank of New York
EAB Plaza

Uniondale, NY 11556

(46)
Filenes
P.O. Box 911

Boston, MA 02103

(49)
Greentree Condominium Assoc.
Greentree Lane/Webster Street

Weymouth, MA 02188

(52)
Jeans, John T.
511 Beacon Street

Boston, MA 02115

(55)
Kingswood Park Village Condo.
Association
180 Main Street
Bridgewater, MA 02324

(58)
Marc Rosenberg & Associates Inc.
95 West Squantum Street
Suite 119
North Quincy, MA 02171

City of Boston
Collector/Treasurer
City Hall
Boston, MA 02201

(35) 7-11237-041-07261
Commerce Service Corp.
221 N. Thirteenth Street

Philadelphia, PA 19107

(38)
Csapler & Bok
Richard C. Csapler, Jr., Esq.
One Winthrop Square
Boston, MA 02110

(41)
DiCara, Selig, Sawyer & Holt
Three Center Plaza

Boston, MA 02108

(44)
Donovan, James M., DMD
25 Chestnut Hill Road

Brookline, MA 02167

(47)
Fitzpatrick and McCarthy
Kathleen M. McCarthy
1087 Beacon Street
Newton Centre, MA 02150

(50) 295640
Hanscom Field FCU
Hanscom Air Force Base

Bedford, MA 01730

(53) 144-820-61
Jordan Marsh
P.O. Box 9150

Boston, MA 02205

(56)
Lotus Corporation
Lotus Signal Service
55 Cambridge Parkway
Cambridge, MA 02142

(59)
Marujo, Rose
14 Sekel Street

Cambridge, MA 02141

City of Holyoke
Collector Treasurer
City Hall
Holyoke, MA 01040

(36)
Commonwealth of Mass/DOR
Bankruptcy Unit
215 First Street
Cambridge, MA 02142

(39)
DeBlosi, Robert, CPA
400 Massachusetts Avenue
Arlington, MA 02174

(42)
Dime Savings Bank of New York
EAB Plaza

Uniondale, NY 11556

(45) 023-48-7115
E.L.S.I.
Education Loan Services, Inc.
P.O. Box 9175
Braintree, MA 02184

(48)
Framingham Savings Bank
600 Worcester Road
Framingham, MA 01701

(51)
Internal Revenue Service
Special Procedures
P.O. Box 9106, JFK Station
Boston, MA 02203

(54) 425-567-46
Jordan Marsh
P.O. Box 9150

Boston, MA 02205

(57)
Mahoney, Philip
1219 Christobal Privata
Mountain View, CA 94040

(60)
Mass Board of Higher Education
330 Stuart Street

Boston, MA 02116

MCI Telecommunications
1133 19th St.NW

Washington, DC 20036

(64) MCDT03
MCI Telecommunications
c/o NCMC
P.O. Box 20354
Touson, MD 21204

(67)
Morse, Christine
Morse, Rosemary
71 Pond Street
Georgetown, MA 01833

(70)
Pioneer Financial Co-Op Bank
46 Pleasant Street

Malden, MA 02148

(73)
Security Design Consultants
10 Sibley Road

Weston, MA 02193

(76)
Somerset Savings Bank
P.O. Box 40

Somerville, MA 02143

(79)
Speedy Package Delivery
31 St. James Avenue

Boston, MA 02116

(82)
Town of Bridgewater
Collector/Treasurer
Town Hall
Bridgewater, MA 02324

(85) 201-01-023-48-7115
Tufts University
Student Loan
Bursar's office
Medford, MA 02155

(88)
Vanguard Savings Bank
143 Chestnut Street

Holyoke, MA 01040

MCI Telecommunications
c,
P.O.Box 20354
Townsend, MD 21204

(65)
Mehdi, Lima
511 Beacon Street, Unit 10

Boston, MA 02115

(68) 247-9244
New England Telephone
245 State Street

Boston, MA 02109

(71)
Renaissance Trust
66 Long Wharf

Boston, MA 02110

(74)
Shawmut Bank
100 Summer Street

Boston, MA 02110

(77)
South Boston Savings Bank
460 West Broadway

South Boston, MA 02127

(80)
The Copy House
128 High Street

Boston, MA 02110

(83)
Town of Shrewsbury
Collector/Treasurer
Town Hall
Shrewsbury, MA 01545

(86) 201-01-023-48-7115
Tufts University
c/o University Accounting Servic
180 N. Executive Drive
Brookfield, WI 53005

(89)
Vanguard Savings Bank
143 Chestnut Street

Holyoke, MA 01040

MI Telecommunications
00 King Street A1-3CC

Ryebrook, NY 10573

(66)
Merrill & McGeary
Michael Merrill, Esq.
11 Beacon Street
Boston, MA 02108

(69)
Phillips, Theodore
358 Commonwealth Ave

Boston, MA 02115

(72)
Sears Roebuck & Co.
45 Congress Street

Salem, MA 01970

(75)
Shrewsbury II Trust
c/o William Walsh, Esq.
954 Cambridge Street
Cambridge, MA 02141

(78)
Southern Bell

Fort Lauderdale, FL 333

(81)
The Zari Corporation
Maple Technology Park
420 Maple Street
Marlboro, MA 01752

(84)
Town of Weymouth
Collector/Treasurer
Town Hall
Weymouth, MA 02188

(87)
University Bank & Trust Co.
25 Needham Street

Newton, MA 02159

(90)
Walsh, William
954 Cambridge Street

Cambridge, MA 02142

Weymouth II Trust
William Walsh, Trustee
954 Cambridge Street
Cambridge, MA 02141

William Walsh, Esq.
954 Cambridge Street
Cambridge, MA 02141

Beacon Street, Unit 12
Boston, MA 02115

Joseph Rogers

SCHEDULE OF CURRENT INCOME AND CURRENT EXPENDITURES

EXPENSES

GIVE ESTIMATED AVERAGE FUTURE MONTHLY EXPENSES OF FAMILY NOT INCLUDING DEBTS TO BE PAID UNDER PLAN: CONSISTING OF

RENT OR HOME LOAN PAYMENT
(INCLUDE LOT RENTED FOR MOBILE HOME)

UTILITIES

ELECTRICITY \$ _____

WATER \$ _____

HEAT \$ _____

TELEPHONE \$ _____

OTHER \$ _____

TOTAL UTILITIES

ROUTINE HOME MAINTENANCE

FOOD

CLOTHING

LAUNDRY & CLEANING

NEWSPAPERS, PERIODICALS & BOOKS (INCLUDING SCHOOL BOOKS)

DOCTOR & MEDICAL EXPENSES

TRANSPORTATION (INCLUDING ROUTINE AUTO REPAIR
BUT NOT INCLUDING AUTO PAYMENTS)
TO BE PAID UNDER PLAN

RECREATION, CLUB & ENTERTAINMENT

INSURANCE (NOT DEDUCTED FROM WAGES)

AUTO \$ _____

LIFE \$ _____

OTHER \$ _____

TOTAL INSURANCE

TAXES NOT DEDUCTED FROM WAGES OR INCLUDED IN HOME LOAN PAYMENTS

IF YOU PAY OR ARE LIABLE FOR PAYMENT
OF ALIMONY OR SUPPORT PAYMENTS
STATE MONTHLY AMOUNT

THE NAME, AGE & RELATIONSHIP TO YOU OF PERSONS FOR
WHOSE BENEFIT PAYMENTS ARE MADE.

PAYMENTS FOR SUPPORT OF ADDITIONAL
DEPENDENTS NOT LIVING AT YOUR HOME

OTHER (EXPLAIN)

TOTAL ESTIMATED FUTURE MONTHLY EXPENSES

INCOME

GIVE ESTIMATED AVERAGE FUTURE MONTHLY INCOME CONSISTING OF

DEBTOR'S TAKE HOME PAY (PER MONTH)

SPOUSE'S TAKE HOME PAY (PER MONTH)

REGULAR INCOME AVAILABLE FROM
OPERATION OF BUSINESS OR PROFESSION

DO YOU RECEIVE ANY ALIMONY OR SUPPORT PAYMENTS?
IF SO, STATE MONTHLY AMOUNT

THE NAME, AGE & RELATIONSHIP TO YOU OF PERSONS FOR
WHOSE BENEFIT PAYMENTS ARE RECEIVED

PENSION, SOCIAL SECURITY OR RETIREMENT INCOME

OTHER MONTHLY INCOME

TOTAL MONTHLY INCOME

TOTAL MONTHLY EXPENSES \$

AMT OF PLAN PAYMENT
TO THE TRUSTEE

TOTAL OF EXPENSES AND
PLAN PAYMENT

DIFFERENCE

DEPENDENTS

NUMBER, AGE & RELATIONSHIP OF DEPENDENTS (EXCEPT CURRENT SPOUSE)

None

258

NAME OF DEBTOR: Joseph Rogers

SCHEDULE A
Statement of all debts of Debtor

Schedules A-1, A-2 and A-3 includes all the claims against the debtor or the debtor's property as of the commencement of the case.

SCHEDULE A-1
CREDITORS HAVING PRIORITY

INDICATE in the appropriate space the nature of the priority to which the creditor may be entitled; as follows:

- (a) "WAGES", if the claim is one for wages, salaries, or commissions, including vacation, severance and sick leave pay—
(i) earned by an individual within 90 days before the date of the filing of the petition or the date of the cessation of the debtor's business, whichever occurs first; but only
(ii) to the extent of \$2,000 for each such individual. (Sec. 507 (a) (3)).
(b) "EMPLOYEE BENEFITS", if the claim is for contributions to employee benefit plans arising from services rendered within 180 days before the date of the filing of the petition or the date of the cessation of the debtor's business, whichever occurs first. (Sec. 507 (a) (4))
(c) "SECURITY DEPOSIT", if the claim is for deposits to the extent of \$900.00 for an individual in connection with undelivered property or serves for personal, family or household use. (Sec. 507 (a) (5)).
(d) "TAXES", if the creditor is a governmental unit, to the extent described in 11 USC. 507(a) (6).

Indicate in "Remarks" if the claim is

1. Disputed, Contingent or Unliquidated
2. Subject to a Setoff
3. Evidenced By a Judgment, Negotiable Instrument, or other writing
4. A Claim Incurred as a Partner, Joint Contractor or Cosignatory
(if so, identify the Partner, Joint Contractor or Cosignatory)

Name of creditor (including last known holder of any negotiable instrument) complete mailing address including zip code (if unknown, so state)

Internal Revenue Service Special Procedures P.O. Box 9106, JFK Station Boston, MA 02203	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
	uncertain	1985-1989	personal income taxes
Commonwealth of Mass/DOR Bankruptcy Unit 215 First Street Cambridge, MA 02142	NATURE OF PRIORITY	REMARKS	
	taxes	1985, 1986, and 1987 1040 returns in audit, 1988 not yet filed	
	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
	uncertain	1988	personal income taxes
	NATURE OF PRIORITY	REMARKS	
	taxes	No audit, 1988 return not yet filed, liability contingent on IRS audit	
3	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
	NATURE OF PRIORITY	REMARKS	
4	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
	NATURE OF PRIORITY	REMARKS	
5	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
	NATURE OF PRIORITY	REMARKS	
6	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
	NATURE OF PRIORITY	REMARKS	
7	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
	NATURE OF PRIORITY	REMARKS	

exact amount is
Total Priority Debt \$ uncertain & unk

NAME OF DEBTOR: Joseph Rogers

Schedule A-2

Creditors Holding Security

Indicate in "Remarks" if the claim is

1. Disputed, Contingent or Unliquidated
2. Subject to a Setoff
3. Evidenced By a Judgment, Negotiable Instrument, or other writing.
4. A Claim Incurred as a Partner, Joint Contractor or Consignatory (if so, identify the Partner, Joint Contractor or Consignatory)

Name of creditor (including last known holder of any negotiable instrument) complete mailing address including zip code (if unknown, so state)

City of Boston Collector/Treasurer City Hall Boston, MA 02201	AMOUNT OF CLAIM 8,000.00	WHEN INCURRED 	CONSIDERATION municipal obligations
	BRIEF DESCRIPTION OF SECURITY condo units 511 Beacon Street and 21 Cumberland Street		DATE OBTAINED
	MARKET VALUE OF SECURITY 		
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and if applicable, redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS			
1 ACCOUNT NO.			
Boston Water & Sewer Comm. 425 Summer Street Boston, MA 02210	AMOUNT OF CLAIM uncertain	WHEN INCURRED 	CONSIDERATION municipal obligations
	BRIEF DESCRIPTION OF SECURITY condo units 511 Beacon Street and 21 Cumberland Street		DATE OBTAINED
	MARKET VALUE OF SECURITY 		
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and if applicable, redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS			
2 ACCOUNT NO.			
Dime Savings Bank of New York EAB Plaza Uniondale, NY 11556	AMOUNT OF CLAIM 78,000.00	WHEN INCURRED 	CONSIDERATION first mortgage
	BRIEF DESCRIPTION OF SECURITY condo unit 511 Beacon Street		DATE OBTAINED
	MARKET VALUE OF SECURITY 		
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and if applicable, redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS also c/o Day, Barry and Howard, 260 Franklin S Boston, MA 02110			
3 ACCOUNT NO.			
Dime Savings Bank of New York EAB Plaza Uniondale, NY 11556	AMOUNT OF CLAIM 206,000.00	WHEN INCURRED 	CONSIDERATION first mortgagees
	BRIEF DESCRIPTION OF SECURITY units 10 and 12 511 Beacon Street		DATE OBTAINED
	MARKET VALUE OF SECURITY 		
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and if applicable, redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS also c/o Friedman & Atherton 60 State Street, Boston, MA 02109			
4 ACCOUNT NO.			
Catherine Pinkham, Trustee 511 Beacon Street Realty Trust c/o Ronald Luccio 213 Newbury Street Boston, MA 02115	AMOUNT OF CLAIM 78,000.00	WHEN INCURRED 	CONSIDERATION second mortgage
	BRIEF DESCRIPTION OF SECURITY Unit 8, 10 & 12, 511 Beacon Street		DATE OBTAINED
	MARKET VALUE OF SECURITY 		
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and if applicable, redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS			
5 ACCOUNT NO.			
511 Beacon Street Condominium Association c/o Clarke Property Management 316 Beacon Street, Boston, MA 02116	AMOUNT OF CLAIM 10,000.00	WHEN INCURRED 	CONSIDERATION
	BRIEF DESCRIPTION OF SECURITY condo fees for 511 Beacon St.		DATE OBTAINED
	MARKET VALUE OF SECURITY 		
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and if applicable, redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS			
6 ACCOUNT NO.			

Total Secured Debt \$

NAME OF DEBTOR: Joseph R. ...

12

Schedule A-2
Creditors Holding Security

Indicate in "Remarks" if the claim is

1. Disputed, Contingent or Unliquidated
2. Subject to a Setoff
3. Evincenced By a Judgment, Negotiable Instrument, or other writing.
4. A Claim Incurred as a Partner, Joint Contractor or Consignatory (if so, identify the Partner, Joint Contractor or Consignatory)

Name of creditor (including last known holder of any negotiable instrument) complete mailing address including zip code (if unknown, so state)

City of Holyoke Collector/Treasurer City Hall Holyoke, MA 01040	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION	
	uncertain		municipal obligations	
	BRIEF DESCRIPTION OF SECURITY		DATE OBTAINED	MARKET VALUE OF SECURITY
	Cherry Hill condo units			
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and applicable redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt				
OTHER REMARKS				
1 ACCOUNT NO.				
Cherry Hill Condo Association Maple Crest Circle Holyoke, MA 01040	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION	
	uncertain		condo fees	
	BRIEF DESCRIPTION OF SECURITY		DATE OBTAINED	MARKET VALUE OF SECURITY
	Cherry Hill condo units			
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and applicable redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt				
OTHER REMARKS				
2 ACCOUNT NO.				
Framingham Savings Bank 600 Worcester Road Framingham, MA 01701	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION	
	201,200.00		first mortgages	
	BRIEF DESCRIPTION OF SECURITY		DATE OBTAINED	MARKET VALUE OF SECURITY
	Cherry Hill condo units			
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and applicable redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt				
OTHER REMARKS				
3 ACCOUNT NO.				
Renaissance Trust 66 Long Wharf Boston, MA 02110	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION	
	37,000.00		second mortgages	
	BRIEF DESCRIPTION OF SECURITY		DATE OBTAINED	MARKET VALUE OF SECURITY
	Cherry Hill condo units			
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and applicable redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt				
OTHER REMARKS				
4 ACCOUNT NO.				
Town of Weymouth Collector/Treasurer Town Hall Weymouth, MA 02188	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION	
	uncertain		municipal obligations	
	BRIEF DESCRIPTION OF SECURITY		DATE OBTAINED	MARKET VALUE OF SECURITY
	Greentree Condominiums			
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and applicable redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt				
OTHER REMARKS				
5 ACCOUNT NO.				
Vanguard Savings Bank 143 Chestnut Street Holyoke, MA 01040	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION	
	325,000.00		first mortgages	
	BRIEF DESCRIPTION OF SECURITY		DATE OBTAINED	MARKET VALUE OF SECURITY
	Greentree condominiums			
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and applicable redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt				
OTHER REMARKS				
6 ACCOUNT NO.				

Total Secured Debt \$

261

NAME OF DEBTOR: Joseph Rogel

Schedule A-2

Creditors Holding Security

Indicate in "Remarks" if the claim is

1. Disputed, Contingent or Unliquidated
2. Subject to a Setoff
3. Evidenced By a Judgment, Negotiable Instrument, or other writing
4. A Claim Incurred as a Partner, Joint Contractor or Consignatory
if so, identify the Partner, Joint Contractor or Consignatory

Name of creditor (including last known holder of any negotiable instrument) complete mailing address including zip code (if unknown, so state)

1 ACCOUNT NO. Weymouth II Trust William Walsh, Trustee 954 Cambridge Street Cambridge, MA 02141	AMOUNT OF CLAIM 42,000.00	WHEN INCURRED 1987	CONSIDERATION second mortgages	BRIEF DESCRIPTION OF SECURITY Greentree Condominiums	DATE OBTAINED 	MARKET VALUE OF SECURITY
* relief is requested under Chapter 7 state the debtors intentions with respect to exemption retention or surrender of the security and applicable redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt						
OTHER REMARKS						
2 ACCOUNT NO. Greentree Condominium Assoc. Greentree Lane/Webster Street Weymouth, MA 02188	AMOUNT OF CLAIM uncertain	WHEN INCURRED 	CONSIDERATION condo fees	BRIEF DESCRIPTION OF SECURITY Greentree Condominium	DATE OBTAINED 	MARKET VALUE OF SECURITY
* relief is requested under Chapter 7 state the debtors intentions with respect to exemption retention or surrender of the security and applicable redemption of security or reaffirmation of the debt ☐ claimed as exempt ☐ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt						
OTHER REMARKS						
3 ACCOUNT NO. Town of Shrewsbury Collector/Treasurer Town Hall Shrewsbury, MA 01545	AMOUNT OF CLAIM uncertain	WHEN INCURRED 	CONSIDERATION municipal obligations	BRIEF DESCRIPTION OF SECURITY Brandywine Condominiums	DATE OBTAINED 	MARKET VALUE OF SECURITY
* relief is requested under Chapter 7 state the debtors intentions with respect to exemption retention or surrender of the security and applicable redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt						
OTHER REMARKS						
4 ACCOUNT NO. Somerset Savings Bank P.O. Box 40 Somerville, MA 02143	AMOUNT OF CLAIM 260,000.00	WHEN INCURRED 	CONSIDERATION first mortgages	BRIEF DESCRIPTION OF SECURITY Brandywine Condominiums	DATE OBTAINED 	MARKET VALUE OF SECURITY
* relief is requested under Chapter 7 state the debtors intentions with respect to exemption retention or surrender of the security and applicable redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt						
OTHER REMARKS						
5 ACCOUNT NO. Vanguard Savings Bank 143 Chestnut Street Holyoke, MA 01040	AMOUNT OF CLAIM 125,000.00	WHEN INCURRED 	CONSIDERATION first mortgages	BRIEF DESCRIPTION OF SECURITY Brandywine Condominium	DATE OBTAINED 	MARKET VALUE OF SECURITY
* relief is requested under Chapter 7 state the debtors intentions with respect to exemption retention or surrender of the security and applicable redemption of security or reaffirmation of the debt ☐ claimed as exempt ☐ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt						
OTHER REMARKS						
6 ACCOUNT NO. Amshrew Associates c/o William Walsh, Esq. 954 Cambridge Street Cambridge, MA 02141	AMOUNT OF CLAIM 25,000.00	WHEN INCURRED 	CONSIDERATION second mortgages	BRIEF DESCRIPTION OF SECURITY Brandywine Condominium	DATE OBTAINED 	MARKET VALUE OF SECURITY
* relief is requested under Chapter 7 state the debtors intentions with respect to exemption retention or surrender of the security and applicable redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt						
OTHER REMARKS						

Total Secured Debt \$

262

NAME OF DEBTOR: Joseph Roge

Schedule A-2

Creditors Holding Security

Indicate in "Remarks" if the claim is

1. Disputed, Contingent or Unliquidated
 2. Subject to a Setoff
 3. Evidenced By a Judgment, Negotiable Instrument, or other writing
 4. Claim Incurred as a Partner, Joint Contractor or Consignatory
- If so, identify the Partner, Joint Contractor or Consignatory

Name of creditor (including last known holder of any negotiable instrument) complete mailing address including zip code (if unknown, so state)

Shrewsbury II Trust William Walsh, Trustee 954 Cambridge Street Cambridge, MA 02141	AMOUNT OF CLAIM 40,000.00	WHEN INCURRED 	CONSIDERATION second or third mortgages
BRIEF DESCRIPTION OF SECURITY Brandywine Condominiums		DATE OBTAINED 	MARKET VALUE OF SECURITY
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and applicable redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS 			
1 ACCOUNT NO.			
Brandywine Condominium Trust c/o John D. Moorman, Esq. Davis & Gordon, P.C. One Lincoln Plaza Boston, MA 02111	AMOUNT OF CLAIM 17,000.00	WHEN INCURRED 	CONSIDERATION condo fees
BRIEF DESCRIPTION OF SECURITY Brandywine Condominiums		DATE OBTAINED 	MARKET VALUE OF SECURITY
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and applicable redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS Worcester Superior Court Case No. 89-2431B			
2 ACCOUNT NO.			
University Bank & Trust Co. 25 Needham Street Newton, MA 02159	AMOUNT OF CLAIM 1.00 exact amount uncertain	WHEN INCURRED 	CONSIDERATION lien
BRIEF DESCRIPTION OF SECURITY Brandywine Condominiums		DATE OBTAINED 	MARKET VALUE OF SECURITY
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and applicable redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS 			
3 ACCOUNT NO.			
Town of Bridgewater Collector/Treasurer Town Hall Bridgewater, MA 02324	AMOUNT OF CLAIM uncertain	WHEN INCURRED 	CONSIDERATION municipal obligations
BRIEF DESCRIPTION OF SECURITY Kingswood Park Village Condos		DATE OBTAINED 	MARKET VALUE OF SECURITY
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and applicable redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS 			
4 ACCOUNT NO.			
Pioneer Financial Co-Op Bank 46 Pleasant Street Malden, MA 02148	AMOUNT OF CLAIM 60,000.00	WHEN INCURRED 	CONSIDERATION first mortgage
BRIEF DESCRIPTION OF SECURITY Kingswood Park Village Condos		DATE OBTAINED 	MARKET VALUE OF SECURITY
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and applicable redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS 			
5 ACCOUNT NO.			
Richard Cabral 547 Amherst Street Nashua, NH 03063	AMOUNT OF CLAIM 6,000.00	WHEN INCURRED 	CONSIDERATION second mortgage
BRIEF DESCRIPTION OF SECURITY Kingswood Park Village Condos		DATE OBTAINED 	MARKET VALUE OF SECURITY
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and applicable redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS 			
6 ACCOUNT NO.			

Total Secured Debt \$

NAME OF DEBTOR: Joseph Roger

Schedule A-2

Creditors Holding Security

Indicate in "Remarks" if the claim is

1. Disputed, Contingent or Unliquidated
2. Subject to a Setoff
3. Evidenced by a Judgment, Negotiable Instrument, or other writing.
4. A Claim Incurred as a Partner, Joint Contractor or Consignatory (if so, identify the Partner, Joint Contractor or Consignatory)

Name of creditor (including last known holder of any negotiable instrument) complete mailing address including zip code (if unknown, so state)

AMOUNT OF CLAIM 22,000.00	WHEN INCURRED	CONSIDERATION third mortgage
BRIEF DESCRIPTION OF SECURITY Kingswood Park Village Condo		DATE OBTAINED
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and if applicable, redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt		

William Walsh
954 Cambridge Street
Cambridge, MA 02141

OTHER REMARKS

1 ACCOUNT NO.

AMOUNT OF CLAIM 1.00 uncertain	WHEN INCURRED	CONSIDERATION condo fees
BRIEF DESCRIPTION OF SECURITY Kingswood Park Village Condo		DATE OBTAINED
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and if applicable, redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt		

Kingswood Park Village Condo
Association
180 Main Street
Bridgewater, MA 02324

OTHER REMARKS **also c/o Eric Management, 167 Corey Road,
Brookline, MA 02146**

2 ACCOUNT NO.

AMOUNT OF CLAIM 157,000.00	WHEN INCURRED	CONSIDERATION first mortgage
BRIEF DESCRIPTION OF SECURITY unit 4 21 Cumberland Street		DATE OBTAINED
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and if applicable, redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt		

South Boston Savings Bank
460 West Broadway
South Boston, MA 02127

OTHER REMARKS

3 ACCOUNT NO.

AMOUNT OF CLAIM 18,000.00	WHEN INCURRED	CONSIDERATION second mortgage
BRIEF DESCRIPTION OF SECURITY unit 4 21 Cumberland Street		DATE OBTAINED
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and if applicable, redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt		

BayBank Real Credit Dept.
858 Washington Street
Dedham, MA 02026

OTHER REMARKS

4 ACCOUNT NO.

AMOUNT OF CLAIM 3,500.00	WHEN INCURRED	CONSIDERATION condo fees
BRIEF DESCRIPTION OF SECURITY unit 4 21 Cumberland Street		DATE OBTAINED
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and if applicable, redemption of security or reaffirmation of the debt ☐ claimed as exempt ☒ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt		

21 Cumberland Street Condo Trust
21 Cumberland Street
Boston, MA 02115

OTHER REMARKS

5 ACCOUNT NO.

AMOUNT OF CLAIM 22,000.00	WHEN INCURRED	CONSIDERATION
BRIEF DESCRIPTION OF SECURITY Greentree Condominium		DATE OBTAINED
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and if applicable, redemption of security or reaffirmation of the debt ☐ claimed as exempt ☐ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt		

William Walsh
954 Cambridge Street
Cambridge, MA 02141

OTHER REMARKS

6 ACCOUNT NO.

Total Secured Debt \$

264

NAME OF DEBTOR: Joseph Rogers

Schedule A-2

Creditors Holding Security

Indicate in "Remarks" if the claim is

1. Disputed, Contingent or Unliquidated
2. Subject to a Setoff
3. Evidenced By a Judgment, Negotiable Instrument, or other writing
4. A Claim Incurred as a Partner, Joint Contractor or Consignatory, if so identify the Partner, Joint Contractor or Consignatory

Name of creditor (including last known holder of any negotiable instrument) complete mailing address including zip code (if unknown, so state)

William Walsh 954 Cambridge Street Cambridge, MA 02141	AMOUNT OF CLAIM 22,000.00	WHEN INCURRED 	CONSIDERATION mortgage
BRIEF DESCRIPTION OF SECURITY Brandwyne Condominium		DATE OBTAINED 	MARKET VALUE OF SECURITY
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and applicable redemption of security or reaffirmation of the debt ☐ claimed as exempt ☐ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS			
1 ACCOUNT NO.			
Theodore Phillips 358 Commonwealth Avenue Boston, MA 02115	AMOUNT OF CLAIM 75,000.00	WHEN INCURRED 	CONSIDERATION mortgage
BRIEF DESCRIPTION OF SECURITY 511 Beacon Street Condominium		DATE OBTAINED 	MARKET VALUE OF SECURITY
If relief is requested under Chapter 7 state the debtors' intentions with respect to exemption, retention or surrender of the security and applicable redemption of security or reaffirmation of the debt ☐ claimed as exempt ☐ will surrender ☐ wants to retain ☐ will redeem ☐ will reaffirm the debt			
OTHER REMARKS			
2 ACCOUNT NO.			
3 ACCOUNT NO.			
4 ACCOUNT NO.			
5 ACCOUNT NO.			
6 ACCOUNT NO.			

Total Secured Debt \$ 1,837,702.00

ADDENDUM TO SCHEDULE A-2
B-1, AND QUESTION 2(c) OF THE
STATEMENT OF AFFAIRS

1. EMPLOYMENT INFORMATION

The debtor received an undergraduate degree from Tufts College in 1982 and in 1982, went to work as a stockbroker for Dean Witter Reynolds, One Financial Center, Boston, Massachusetts. The debtor remained employed by Dean Witter Reynolds until June, 1987. On June 20, 1987, the debtor entered into an employment agreement with L.F. Rothschild & Co., Incorporated, ("Rothschild"); a stock brokerage firm, to serve as an account executive and vice president at Rothschild's office in Boston, MA. The debtor remained employed by Rothschild until September 2, 1987. A dispute arose following the debtor's termination at Rothschild concerning overpayment of compensation. This matter was resolved in the course of arbitration under the auspices of the New York Stock Exchange and the debtor agreed to pay Rothschild \$6,000.00. Payments on this obligation were made in installments. On February 1, 1989, the final installment was made.

Subsequent to the termination of employment at Rothschild, the debtor went to work as a stockbroker for the brokerage firm of A.G. Edwards & Sons, Inc. in Boston, MA. The debtor remained at A.G. Edwards & Sons, Inc. until June, 1988. Since June, 1988, the debtor has been unemployed.

At the present time, the debtor has returned, full-time, to school to pursue a graduate degree in divinity.

2. CONDOMINIUM UNITS PURCHASED WITH PHILIP MAHONEY

Beginning in 1985, the debtor, together with Philip Mahoney ("Mahoney") now or formerly of Mountain View, California, purchased a number of condominium units. On November 3, 1988, the debtor conveyed to Mahoney all right, title and interest that he owned in fifteen condominium units located in Holyoke, South Weymouth, Shrewsbury and Bridgewater, Massachusetts. Contemporaneously thereto, Mahoney conveyed all right, title and interest that he owned in three condominium units at 511 Beacon Street, Boston, Massachusetts. A more detailed description of the real estate is set forth below:

A. CHERRYHILL CONDOMINIUMS, MAPLE CREST CIRCLE, HOLYOKE, MA

Title Holder: College Cherry Hill Trust u/d/t December 23, 1986 and recorded in the Hampden County Registry of Deeds. The debtor and Mahoney were the sole trustees and each owned 50% of the beneficial interest.

Tax ID No. 04-6579445

Units Four two bedroom units each approximately 720 square feet. Units 2C, 3C, 4A and 10F. Units 2C, 3C and 4A were acquired on November 20, 1987, for the purchase price of \$63,900.00 each and unit 4A on the same date for \$59,900.00.

At the time of transfer in November, 1988, the units were subject to a first mortgage to Framingham Savings Bank in the amount of \$201,200.00 and second mortgages to Renaissance Trust totalling more than \$37,000.00.

The debtor is uncertain as to whether William Walsh may have a mortgage on all or a portion of these units.

B. GREENTREE CONDOMINIUMS, GREENTREE LANE AND WEBSTER STREET, SOUTH WEYMOUTH, MA.

Title Holder: R&M Greentree Trust u/d/t dated December 15, 1986 and recorded in the Norfolk County Registry of Deeds. The debtor and Mahoney were the sole trustees and each owned 50% of the beneficial interest.

Tax ID No. 04-6579447

Units: Unit 65/12. Two bedroom - 910 square feet. Purchased May 29, 1987 for \$101,900.00. Subject to a first mortgage to Vanguard Savings Bank for \$81,500.00 and a second for \$11,000.00 to Weymouth II Trust.

Unit 65/204. Two bedroom - 980 square feet. Purchased May 29, 1987 for \$104,900.00. Subject to a first mortgage to Vanguard Savings Bank for \$83,900.00 and a second for \$11,000.00 to Weymouth II Trust.

Unit 65/312. One bedroom - 790 square feet. Purchased May 29, 1987 for \$94,900.00. Subject to a first mortgage to Vanguard Savings Bank for \$75,900.00 and a second for \$9,500.00 to Weymouth II Trust.

Unit 70/313. One bedroom - 790 square feet. Purchased May 29, 1987 for \$94,900.00. Subject to a first mortgage to Vanguard Savings Bank for \$75,900.00 and a second for \$9,500.00 to Weymouth II Trust.

William Walsh may have a blanket mortgage for \$22,000.00 on all or a portion of the above units.

C. BRANDYWINE CONDOMINIUMS, MAPLE CREST CIRCLE, SHREWSBURY, MA

Title holder: J&P Brandywine Trust u/d/t December 15, 1986 and recorded in the Worcester District, Worcester County Registry of Deeds in Book 10506, Page 88. The debtor and Philip Mahoney were the sole trustees and each owned 50% of the beneficial interest in the trust.

Tax ID No. 04-6579446

Units: Unit 14F - Two bedroom - 930 square feet. Purchased October 27, 1987, for \$83,900.00. Subject to a first mortgage to Somerset Savings Bank for \$67,120.00, a second to Amshrew Associates for \$5,000.00, and a third for \$10,123.00 to Shrewsbury II Trust.

Unit 32-J - One bedroom - 685 square feet. Purchase May 29, 1987 for \$75,900.00. Subject to a first mortgage for \$60,700.00 to Vanguard Savings Bank and a second for \$5,000.00 to Amshrew Associates.

Unit 60B - Two bedroom - 970 square feet. Purchased October 27, 1987 for \$81,900.00. Subject to a first mortgage to Somerset Savings Bank for \$65,520.00, a second for \$5,000.00 to Amshrew Associates and a third for \$9,850.00 to Shrewsbury II Trust.

Unit 64C - One bedroom - 670 square feet. Purchased October 27, 1987 for \$73,900.00. Subject to a first mortgage to Somerset Savings Bank for \$65,720.00 and a second for \$12,642.00 to Shrewsbury II Trust.

Unit 64E - One bedroom - 685 square feet. Purchased October 27, 1987 for \$73,900.00. Subject to a first mortgage to Somerset Savings Bank for \$59,120.00, a second for \$5,000.00 to Amshrew Associates and a third for \$8,170.00 to Shrewsbury II Trust.

Unit 66K - One bedroom - 685 square feet. Purchased May 29, 1987 for \$75,900.00. Subject to a first mortgage to Vanguard Savings Bank for \$60,700.00 and a second for \$5,000.00 to Amshrew Associates.

William Walsh may have a blanket mortgage for \$22,000.00 on all or a portion of the above units.

The Trustees of Brandywine Condominium Trust have brought civil action in the Worcester Superior Court for condominium common area charges. See civil action No. 89-2431B. A judgment has been issued in favor of the plaintiff. The University Bank and Trust Company is included as a party/defendant in such civil action and, accordingly, the debtor has included this creditor on Schedule A-2. The debtor is uncertain as to the obligation due the University Bank and Trust Co.

D. KINGSWOOD PARK VILLAGE CONDOMINIUM, BRIDGEWATER, MA

Title holder: Bridgewater Trust recorded in the Plymouth Registry of Deeds. The debtor and Philip Mahoney were the sole trustees and each owned 50% of the beneficial interest in the trust.

Tax ID No. 04-6579449

Unit 4207. First mortgage to Pioneer Financial for \$60,000.00 and a second mortgage to Richard Cabral for \$5,500.00 and a third for \$22,000.00 to William Walsh.

E. 511 BEACON STREET CONDOMINIUM, 511 BEACON STREET, BOSTON, MA

Title holder: Beacon Street Trust u/d/t recorded in the Suffolk Registry of Deeds in Book 14008, Page 68. The debtor and Philip Mahoney were the sole trustees and each owned 50% of the beneficial interest in the trust.

Tax ID No. 04-6579448

Units: Unit 8 studio. First mortgage to Dime Savings Bank for \$76,000.00 and a second to Catherine Pinkham, Trustee of 511 Beacon Street Realty Trust c/o Ronald Luccio for \$18,000.00.

Unit 10 - One bedroom. First mortgage to Dime Savings Bank for \$103,400.00 and a second to Catherine Pinkham, Trustee of 511 Beacon Street Realty Trust c/o Ronald Luccio for \$25,000.00.

Unit 12 - One bedroom. First mortgage to Dime Savings Bank for \$103,000.00, and a second to Catherine Pinkham, Trustee of 511 Beacon Street Realty Trust c/o Ronald Luccio for \$25,000.00.

Theodore Phillips has a blanket third mortgage for \$75,000.00.

The debtor is uncertain as to the present value of these units. The debtor estimates that the value of these units is substantially less than the amount of liens and encumbrances of record.

3. 21 CUMBERLAND STREET CONDOMINIUM, 21 CUMBERLAND STREET, BOSTON, MA

Title holder: The debtor and Philip Mahoney are the present owners of all of the beneficial shares of Cumberland Trust u/d/t dated July 2, 1987 and recorded in the Suffolk Registry of Deeds in Book 14008, Page 61. The debtor and Philip Mahoney were the sole trustees and each owned 50% of the beneficial interest.

Tax ID No. 04-6579450

Unit: Unit 4. Two bedroom. First mortgage to South Boston Savings Bank for \$157,000.00 and a second mortgage to BayBank Mortgage Co. (Real credit) for \$18,000.00.

The debtor is uncertain as to the present value of this unit. The debtor estimates that the value of unit 4, 21 Cumberland Street Condominium is substantially less than the amount of liens and encumbrances of record.

4. APARTMENT 501, SEA RANCH CLUB CONDOMINIUM, FT. LAUDERDALE, FL.

The debtor was the sole owner of apartment No. 501 at Sea Ranch Club Condominium, Ft. Lauderdale, Florida. This unit was known as apartment No. 501 of Sea Ranch Club, Condominium B and was located at 5000 North Ocean Boulevard, Ft. Lauderdale, FL. Apartment No. 501 was sold by the debtor on March 28, 1989, to Joseph Auslander and Dorothy Auslander for \$241,500.00. Records for the sale of this unit are available. All funds from the sale were used to pay liens of record or costs associated with such sale.

5. NECESSARY DESIGNS, INC. and GUEST VISION, INC., d/b/a VIDEO INN

The debtor caused to be established in 1986 two Massachusetts corporations (1) Necessary Designs, Inc. and (2) Guest Vision, Inc. d/b/a Video Inn. Debtor was the principal stockholder and the principal officer.

Necessary Designs was set up to merchandise inventions and Guest Vision, Inc. was established to merchandise a vending system providing video tapes. Neither corporation made any money. Both are out of businesses and defunct and have been so for more than one year. No payroll withholding tax returns or sales tax returns were required to be filed and all business records are available.

NAME OF DEBTOR: Joseph Rogers

Schedule A-3

Creditors having Unsecured Claims Without Priority

Indicate in "Remarks" if the claim is

1. Disputed, Contingent or Unliquidated
2. Subject to a Setoff
3. Evidenced By a Judgment, Negotiable Instrument, or other writing.
4. A Claim incurred as a Partner, Joint Contractor or Cosignatory (if so, identify the Partner, Joint Contractor or Cosignatory)

Name of creditor (including last known holder of any negotiable instrument) complete mailing address including zip code (if unknown, so state)

1 SEE ITEMIZED SCHEDULE ATTACHED HERE TO AND MADE A PART HEREOF.	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
	REMARKS		
2 WHERE EXACT DATES OR AMOUNTS ARE NOT SHOWN, SAME ARE UNKNOWN.	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
	REMARKS		
3	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
	REMARKS		
4	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
	REMARKS		
5	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
	REMARKS		
6	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
	REMARKS		
7	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
	REMARKS		
8	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
	REMARKS		
9	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
	REMARKS		
10	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
	REMARKS		
11	AMOUNT OF CLAIM	WHEN INCURRED	CONSIDERATION
	REMARKS		

Total Unsecured Debt \$ 245,971.00

272

Schedule A-3 - Creditors having unsecured claims without priority. Page

Alkash, Joseph Boston Central Realty 49 Massachusetts Avenue Boston, MA 02115	\$ 1000.00
Am-Pro 183 Newbury Street Route 1 North Danvers, MA 01923	\$ 354.00
Baker & Nunes Howard Nunes, Esq. 11 Beacon Street Boston, MA 02108	\$ 1.00 (exact amount unknown)
BayBank P.O. Box 522 Waltham, MA 02254	\$ 9500.00
BayBank c/o Credit & Collection 858 Washington Street Dedham, MA 02026	above, for notice only.
BayBank Middlesex 858 Washington Street Dedham, MA 02026	\$ 7000.00
BayBank Middlesex 858 Washington Street Dedham, MA 02026	\$ 1.00 (exact amount unknown)
BayBank Middlesex Revolving Credit 858 Washington Street Dedham, MA 02026	\$ 1000.00
Bayne, Jacqueline 511 Beacon Street, Unit 8 Boston, MA 02115	\$ 650.00
Berkley Cleaners 44 Boylston Street Boston, MA 02116	\$ 230.00

Schedule A-3 - Creditors having unsecured claims without priority. Page

Boston Edison
Credit and Collection
800 Boylston Street
Boston, MA 02199

\$ 2500.00

Boston Globe
135 Wm. T. Morrissey Blvd
Dorchester, MA 02121

\$ 155.00

Boston Globe
c/o Smith, Levenson & Smith
160 Federal Street
Boston, MA 02110

above, for notice only.

Boston Racquet Ball Club
10 Post Office Square
Boston, MA 02109

\$ 785.00

Cablevision of Boston
25 Travis Street
Brighton, MA 021

\$ 200.00

Cambridge Teachers FCU
1700 Cambridge Street
Cambridge, MA 02142

\$ 13000.00

Carriker, Linda
511 Beacon Street
Boston, MA 02115

\$ 350.00

Cellular One
306 Northern Avenue
Boston, MA 02110

\$ 400.00

Chase Manhattan Bank
600 Community Drive
Manhasset, NY 11036

\$ 1500.00

Citibank
Visa
P.O. Box 6001
Sioux Falls, SD 57188

\$ 6000.00

Schedule A-3 - Creditors having unsecured claims without priority. Page

City of Medford City Hall Medford, MA 02155	\$ 10.00
Commerce Service Corp. 221 N. Thirteenth Street Philadelphia, PA 19107	\$ 75.00
Copy Cop, Inc. 315 Boylston Street Boston, MA 02116	\$ 335.00
Csapler & Bok Richard C. Csapler, Jr., Esq. One Winthrop Square Boston, MA 02110	\$ 1.00 (exact amount unknown)
DeBlosi, Robert, CPA 400 Massachusetts Avenue Arlington, MA 02174	\$ 4500.00
Delta Airlines C/O Credit Collection Service P.O.Box 898 East Dennis, MA 02641	\$ 675.00
DiCara, Selig, Sawyer & Holt Three Center Plaza Boston, MA 02108	\$ 700.00
Donovan, James M., DMD 25 Chestnut Hill Road Brookline, MA 02167	\$ 4000.00
E.L.S.I. Education Loan Services, Inc. P.O. Box 9175 Braintree, MA 02184	\$ 3000.00
Filenes P.O. Box 911 Boston, MA 02103	\$ 500.00

Fitzpatrick and McCarthy Kathleen M. McCarthy 1087 Beacon Street Newton Centre, MA 02150	\$ 3000.00	
Hanscom Field FCU Hanscom Air Force Base Bedford, MA 01730	\$ 6000.00	
Jeans, John T. 511 Beacon Street Boston, MA 02115	\$ 350.00	
Jordan Marsh P.O. Box 9150 Boston, MA 02205	\$ 500.00	
Jordan Marsh P.O. Box 9150 Boston, MA 02205	\$ 2500.00	
Lotus Corporation Lotus Signal Service 55 Cambridge Parkway Cambridge, MA 02142	\$ 500.00	
Mahoney, Philip 1219 Christobal Privata Mountain View, CA 94040	\$ 100000.00	DISPUTED
Marc Rosenberg & Associates Inc. 95 West Squantum Street Suite 119 North Quincy, MA 02171	\$ 2000.00	
Marujo, Rose 14 Sekel Srtreet Cambridge, MA 02141	\$ 300.00	
Mass Board of Higher Education 330 Stuart Street Boston, MA 02116	\$ 5000.00	

Schedule A-3 - Creditors having unsecured claims without priority. Page

MCI Telecommunications \$ 170.00
1133 19th St.NW
Washington, DC 20036

MCI Telecommunications	\$	83.00
1100 King Street A1-3CC		
Ryebrook, NY 10573		

MCI Telecommunications above, for notice only.
c/o NCMC
P.O. Box 20354
Touson, MD 21204

Mehdi, Lima \$ 600.00
511 Beacon Street, Unit 10
Boston, MA 02115

Morse, Christine \$ 795.00
Morse, Rosemary
71 Pond Street
Georgetown, MA 01833

New England Telephone \$ 500.00
245 State Street
Boston, MA 02109

Sears Roebuck & Co. \$ 200.00
45 Congress Street
Salem, MA 01970

Security Design Consultants \$ 500.00
10 Sibley Road
Weston, MA 02193

Shawmut Bank \$ 800.00
100 Summer Street
Boston, MA 02110

Southern Bell \$ 200.00
Fort Lauderdale, FL 333

Schedule A-3 - Creditors having unsecured claims without priority. Page

Speedy Package Delivery	\$	85.00	
31 St. James Avenue			
Boston, MA 02116			

The Copy House	\$	100.00	
128 High Street			
Boston, MA 02110			

The Zari Corporation	\$	2000.00	
Maple Technology Park			
420 Maple Street			
Marlboro, MA 01752			

Tufts University	\$	766.00	
Student Loan			
Bursar's office			
Medford, MA 02155			

Tufts University	above, for notice only.		
c/o University Accounting Service			
180 N. Executive Drive			
Brookfield, WI 53005			

Walsh, William	\$	60000.00	DISPUTED
954 Cambridge Street			
Cambridge, MA 02142			

Younis, Carl	\$	600.00	
511 Beacon Street, Unit 12			
Boston, MA 02115			

NAME OF DEBTOR: Joseph Rogers

**DISCLOSURE OF COMPENSATION PAID OR PROMISED TO ATTORNEY
FOR THE DEBTOR**

The debtor(s) state that the total compensation paid or promised for services rendered or to be rendered by the attorney for the debtor in connection with this case and the source of the compensation paid or to be paid is as follows:

PAID	PROMISED	TOTAL
\$ 1,750.00 *	\$ None	\$ 1,750.00 *

The source of such compensation paid or promised is:

* includes \$150.00 for filing fees and costs

SCHEDULE B—STATEMENT OF ALL PROPERTY OF DEBTOR

Schedules B—1, B—2, B—3, and B—4 include all legal or equitable interests of the debtor in property as of the commencement of the case, including ALL interests of the debtor (and the debtor's spouse, if any) in community property that is under the sole, equal, or joint management and control of the debtor or is liable for a claim against the debtor and against the debtor's spouse.

[illegible]

NAME OF DEBTOR: Joseph Rogers

SCHEDULE B-2. — PERSONAL PROPERTY Type of property (Attach and identify supplemental lists as may be necessary)	Description and location	Market value of debtor's interest without deductions for secured claims listed in schedules A-2 or exemptions claimed in schedule B-4
a. Cash on hand	less than	\$ 100.00
b. Deposits of money with banking institutions, savings and loan associations, credit unions, public utility companies, landlords, and others	less than	300.00
c. Household goods, supplies, and furnishings <u>aggregate value</u>	less than	4,000.00
d. Books, pictures, and other art objects; stamp, coin, and other collections		None
e. Wearing apparel, jewelry, firearms, sports equipment, and other personal possessions	less than	500.00
f. Automobiles, trucks, trailers, and other vehicles		None
g. Boats, motors, and their accessories		None
h. Livestock, poultry, and other animals		None
i. Farming supplies and implements		None
j. Office equipment, furnishings, and supplies		None
k. Machinery, fixtures, equipment, and supplies (other than those listed in items j and i) used in business		None
l. Inventory		None
m. Tangible personal property of any other description		None
n. Patents, copyrights, franchises, and other general intangibles (specify all documents and writings relating thereto)		None
o. Government and corporate bonds and other negotiable and nonnegotiable instruments		None
p. Other liquidated debts owing bankrupt or debtor		None
q. Contingent and unliquidated claims of every nature, including counterclaims of the debtor (give estimated value of each)		None
r. Interests in insurance policies (itemize surrender or refund values of each)		None
s. Annuities (itemize and name each insurer)		None
t. <u>See addendum to Schedule A-2 stock in defunct corporations</u> value to estate Stocks and interests in incorporated and unincorporated companies (itemize separately)		None
u. Interests in partnerships		None
v. Equitable and future interests, life estates, and rights or powers exercisable for the benefit of the debtor (other than those listed in schedule B-1) (specify all written instruments relating thereto)		None
Total		\$ 4,900.00

280

SCHEDULE B-3. — PROPERTY NOT OTHERWISE SCHEDULED

Type of property	Description and location	Market value of debtor's interest without deduction for secured claims listed in schedule A-2 or exemptions claimed in schedule B-4
a. Property transferred under assignment for benefit of creditors, within 90 days prior to filing of petition (specify date of assignment, name and address of assignee, amount realized therefrom by the assignee, and disposition of proceeds so far as known to debtor)		\$ None
b. Legal or equitable interest in Property of any kind not otherwise scheduled	The debtor may have claims against Philip Mahoney on account of the transfer and of the debtor's interest in various condominium units on 11/3/88 and claims against others arising out of the purchase and/or management of the various condominium units.	Uncertain unknown Uncertain Unknown
Total		

EXEMPTION ELECTION

The Debtor Joseph Rogers

(name)

elects to have exemptions determined pursuant to (Check one)

☒ 11 U.S.C. 522(b) (1) (Federal exemption)

☐ U.S.C. 522(b) (2) (State exemption), and

(If a Joint case)

The Debtor _____

(name)

elects to have exemptions determined pursuant to (Check one)

☐ 11 U.S.C. 522(b) (1) (Federal exemption)

☐ 11 U.S.C. 522(b) (2) (State exemption), and

SCHEDULE B-4. — PROPERTY CLAIMED AS EXEMPT

Type of property	Location, description, and so far as relevant to the claim of exemption, present use of property	Specify statute creating the exemption	Value claimed exempt
Equity in real estate		11 USC 522(d)(1)	\$ 7,500.00
Household goods, furniture and furnishings		11 USC 522(d)(3)	4,000.00
Jewelry		11 USC 522(d)(4)	500.00
Cash, deposits and other misc. items of personal property (includes unused portion of exemption under 11 USC 522(d)(1))		11 USC 522(d)(5)	400.00
up to Total			\$ 12,400.00

SUMMARY OF DEBTS AND PROPERTY
(From the statements of the debtor in schedules A and B)

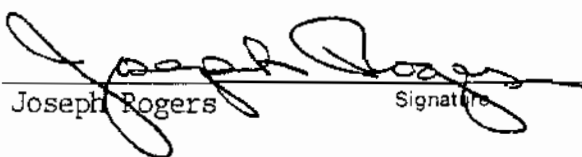
Schedule A	DEBTS	Total
A (1) (a)	Wages, etc. having priority	None
A (1) (b)	Contributions to employee benefit plans	None
A (1) (c)	Deposits in connection with the purchase, lease, or rental of property, or the purchase of services, for the personal, family, or household use	None
A (1) (d)	Taxes entitled to priority	Uncertain
-2	Secured claims	1,718,702.00
A-3	Unsecured claims without priority	245,971.00
Schedule A total		\$1,964,673.00

Schedule B	PROPERTY	Total
B-1 - Real property (total value)	uncertain & unknown	None
B-2/a - Cash on hand	less than 100.00	None
B-2/b - Deposits	less than 300.00	None
B-2/c - Household goods	aggregate value less than 4,000.00	None
B-2/d - Books, pictures, and collections	None	None
B-2/e - Wearing apparel and personal possessions	less than 500.00	None
B-2/f - Automobiles and other vehicles	None	None
B-2/g - Boats, motors, and accessories	None	None
B-2/h - Livestock and other animals	None	None
B-2/i - Farming supplies and implements	None	None
B-2/j - Office equipment and supplies	None	None
B-2/k - Machinery, equipment, and supplies used in business	None	None
B-2/l - Inventory	None	None
B-2/m - Other tangible personal property	None	None
B-2/n - Patents and other general intangibles		None
B-2/o - Bonds and other instruments		None
B-2/p - Other liquidated debts		None
B-2/q - Contingent and unliquidated claims		None
B-2/r - Interests in insurance policies		None
B-2/s - Annuities		None
B-2/t - Interests in corporations and unincorporated companies		None
B-2/u - Interests in partnerships		None
B-2/v - Equitable and future interests, rights and powers in personality		None
B-3/a - Property assigned for benefit of creditors		None
B-3/b - Property not otherwise scheduled		Uncertain unknown
Schedule B total		Uncertain \$ unknown

B-4 Property claimed as exempt up to \$ 12,400.00

I, Joseph Rogers declare under penalty of perjury that I have read the foregoing schedules, consisting of _____ pag and that they are true and correct to the best of my knowledge, information and belief.

Executed on November 13, 1989


Joseph Rogers Signature

OFFICIAL FORM NO. 7
STATEMENT OF FINANCIAL AFFAIRS FOR DEBTOR NOT ENGAGED IN BUSINESS

(Each question shall be answered or the failure to answer explained. If the answer is "none," or "not" applicable," so state. If additional space is needed for the answer to any question, a separate sheet, properly identified and made a part hereof, should be used and attached.

The term, "original petition," as used in the following questions, shall mean the petition filed under Section 301, 302, 303 or 304 of Title 11 of the United States Code, or under Rule 1002, 1003, or 1004.)

1. Name and residence

a. What is your full name? Joseph Rogers

b. Have you used, or been known by, any other names within the 6 years immediately preceding the filing of the original petition herein? (If so, give particulars.) No

c. Where do you now reside? 140 Dudley Lane
Milton, MA 02186

d. Where else have you resided during the 6 years immediately preceding the filing of the original petition herein? 291 Beacon Street, Boston, MA
21 Cumberland Street, Boston, MA
358 Commonwealth Avenue, Boston, MA
336 Commonwealth Avenue, Boston, MA

2. Occupation and income

a. What is your occupation? Unemployed

b. Where are you now employed? (Give the name and address of your employer, or the address at which you carry on your trade or profession, and the length of time you have been so employed or engaged.) I am presently enrolled as a student at
Gordon Cornwall College, Manchester, MA
studying for a Masters of Divinity degree.

c. Have you been in a partnership with anyone, or engaged in any business during the 6 years immediately preceding the filing of the original petition herein? (If so, give particulars, including names, dates, and places.) See statement attached to
Schedule A-2.

d. What amount of income have you received from your trade or profession during each of the 2 calendar years immediately preceding the filing of the original petition herein? 1987: \$11,634.00
1988: uncertain - tax returns being prepared

e. What amount of income have you received from other sources during each of these 2 years? (Give particulars, including each source, and the amount received therefrom.) None, except as shown above.

3. Tax returns and refunds

a. Where did you file your last federal, state and municipal income tax returns for the 2 years immediately preceding the filing of the original petition herein? Andover, MA and Boston, MA

b. What tax refunds (income and other) have you received during the year immediately preceding the filing of the original petition herein? None

c. To what tax refunds (income and other), if any, are you, or may you be entitled? (Give particulars, including information as to any refund payable jointly to you and your spouse or any other person.) None

4. Financial accounts, certificates of deposit and safe deposit boxes.

a. What accounts or certificates of deposit or shares in banks, savings and loan, thrift, building and loan and homestead associations, credit unions, brokerage houses, pension funds and the like have you maintained alone or together with any other person, and in your own or any other name within the two years immediately preceding the filing of the original petition herein? (Give the name and address of each institution, the name and number under which the account or certificate is maintained, and the name and address of every other person authorized to make withdrawals from such account.)

Boston Private Bank & Trust Co.
Boston, MA

BayBank, Boston, MA

Shawmut Bank, Boston, MA

b. What safe deposit box or boxes or other depository or depositories have you kept or used for your securities, cash, or other valuables within the two years immediately preceding the filing of the original petition herein? (Give the name and address of the bank or other depository, the name in which each box or other depository was kept, the name and address of every other person who had the right of access thereto, a brief description of the contents thereof, and, if the box has been surrendered, state when surrendered, or if transferred, when transferred, and the name and address of the transferee.)

None

5. Books and records

a. Have you kept books of account or records relating to your affairs within the 2 years immediately preceding the filing of the original petition herein?

Yes

b. In whose possession are these books or records? (Give names and address.)

Debtor

c. If any of these books or records are not available, explain

N/A

d. Have any books of account or records relating to your affairs been destroyed, lost, or otherwise disposed of within the 2 years immediately preceding the filing of the original petition herein? (If so give particulars, including date of destruction, loss or disposition, and reason therefor.)

No

6. Property held for another person

What property do you hold for any other person? (Give name and address of each person, and describe the property, or value thereof, and all writings relating thereto.)

None

7. Property held by another.

Is any other person holding anything of value in which you have an interest? (Give name and address, location and description of the property, and circumstances of the holding.)

Pursuant to the terms of an agreement date November 3, 1988, I conveyed my interest in certain condominium units to Philip Mahone See attached addendum to Schedule A-2.

8. Prior Bankruptcy

What cases under the Bankruptcy Act or title 11, United States Code have previously been brought by or against you? (State the location of the bankruptcy court, the nature and number of each case, the date when it was filed, and whether a discharge was granted or refused, the case was dismissed, or a composition arrangement, or plan was confirmed.)

None

9. Receiverships, general assignments, and other modes of liquidation

a. Was any of your property, at the time of the filing of the original petition herein, in the hands of a receiver, trustee, or other liquidating agent? (If so, give a brief description of the property, the name and address of the receiver, trustee, or other agent, and, if the agent was appointed in a court proceeding, the name and location of the court, the title and number of the case, and the nature thereof.)

No

b. Have you made any assignment of your property for the benefit of your creditors, or any general settlement with your creditors, within one year immediately preceding the filing of the original petition herein? (If so, give dates, the name and address of the assignee, and a brief statement of the terms of assignment or settlement.)

No

10. Suits, executions, and attachments

a. Were you a party to any suit pending at the time of the filing of the original petition herein? (If so, give the name and location of the court and the title and nature of the proceeding.)

Yes, various suits. Records and information available.

b. Were you a party to any suit terminated within the year immediately preceding the filing of the original petition herein? (If so, give the name and location of the court, the title and nature of the proceeding, and the result.)

Yes, various suits. Records and information available.

c. Has any of your property been attached, garnished, or seized under any legal or equitable process within the year immediately preceding the filing of the original petition herein? (If so, describe the property seized or person garnished, and at whose suit.)

I am uncertain

11. Payment of loans, installment purchases and other debts.

a. What payments in whole or in part have you made during the year immediately preceding the filing of the original petition herein on any of the following: (1) loans; (2) installment purchases of goods and services; and (3) other debts? (Give the names and addresses of the persons receiving payment, the amounts of the loans or other debts and the purchase price of the goods and services, the dates of the original transactions, the amounts and dates of payments and, if any of the payees are your relatives or insiders, the relationship; if the debtor is a partnership and any of the payees is or was a partner or a relative of a partner, state the relationship; if the debtor is a corporation and any of the payees is or was an officer, director, or stockholder, or a relative of an officer, director, or stockholder, state the relationship.)

Payments made to creditors.
Records available.

b. Setoffs.

What debts have you owed to any creditor, including any bank, which was setoff by that creditor against a debt or deposit owing by the creditor to you during the year immediately preceding the filing of the original petition herein? (Give the names and addresses of the persons setting off such debts, the dates of the setoffs, the amounts of the debts owing by you and to you and, if any of the creditors are your relatives or insiders, the relationship.)

None

12. Transfers of property

a. Have you made any gifts, other than ordinary and usual presents to family members and charitable donations, during the year immediately preceding the filing of the original petition herein? (If so, give names and addresses of donees and dates, description, and value of gifts.)

No

b. Have you made any other transfer, absolute or for the purpose of security, or any other disposition, of real or tangible personal property during the year immediately and preceding the filing of the original petition herein? (Give a description of the property, the date of the transfer or disposition, to whom transferred or how disposed of, and, if the transferee is a relative or insider, the relationship, the consideration, if any, received therefor, and the disposition of such consideration.)

Yes, I transferred my interest in certain condominium units to Philip Mahoney on 11/3/88. Copies of documents available. See addendum to Schedule A-2.

285

13. Repossessions and returns

Has any property been returned to, or repossessed by, the seller or by a secured party during the year immediately preceding the filing of the original petition herein? (If so, give particulars including the name and address of the party getting the property and its description and value.)

No

14. Losses

a. Have you suffered any losses from fire, theft, or gambling during the year immediately preceding or since the filing of the original petition herein? (If so, give particulars, including dates, names, and places, and the amounts of money or value and general description of property lost.)

No

b. Was the loss covered in whole or part by insurance? (If so, give particulars.)

N/A

15. Payments or transfers to attorneys

a. Have you consulted an attorney during the year immediately preceding or since the filing of the original petition herein? (Give date, name and address.)

Yes, I have consulted with a number of attorney within the past year. On 10/30/89, I retained Attorney Richard S. Hackel, 30 Winter Street Boston, MA, to represent me in these proceedings.

b. Have you during the year immediately preceding or since the filing of the original petition herein paid any money or transferred any property to the attorney or to any other person on his behalf? (If so, give particulars, including amount paid or value of property transferred and date of payment or transfer.)

I have paid Attorney Hackel \$1,750.00 for his services herein and such sum includes \$150.00 for costs and filing fees.

c. Have you, either during the year immediately preceding or since the filing of the original petition herein, agreed to pay any money or transfer any property to an attorney at law, or to any other person on his behalf? (If so, give particulars, including amount and terms of obligation.)

No. However, if Attorney Hackel is required to provide legal services subsequent to the Section 341 meeting, I agree to pay him at the hourly rate of \$135.00 plus reimbursement for out-of-pocket expenses.

I, Joseph Rogers, declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and that they are true and correct to the best of my knowledge, information, and belief.

Executed on November 13, 1989
Date

Joseph Rogers
Debtor

21 Cumberland Street Boston MA 02115	c/o Clark Property Management 316 Beacon Street Boston, MA 02116	Boston Central Realty 49 Massachusetts Avenue Boston, MA 02115
(4) Am-Pro 183 Newbury Street Route 1 North Danvers, MA 01923	(5) Amshrew Associates c/o William Walsh, Esq. 954 Cambridge Street Cambridge, MA 02141	(6) Baker & Nunes Howard Nunes, Esq. 11 Beacon Street Boston, MA 02108
(7) 4262-1505-0000-1605 BayBank P.O. Box 522 Waltham, MA 02254	(8) 4262-1505-0000-1605 BayBank c/o Credit & Collection 858 Washington Street Dedham, MA 02026	(9) 10046468 BayBank Middlesex 358 Washington Street Dedham, MA 02026
(10) BayBank Middlesex 358 Washington Street Dedham, MA 02026	(11) BayBank Middlesex Revolving Credit 858 Washington Street Dedham, MA 02026	(12) BayBank Real Credit Dept. 858 Washington Street Dedham, MA 02026
(13) Bayne, Jacqueline 511 Beacon Street, Unit 8 Boston, MA 02115	(14) Berkley Cleaners 44 Boylston Street Boston, MA 02116	(15) Boston Edison Credit and Collection 800 Boylston Street Boston, MA 02199
(16) Boston Globe 135 Wm. T. Morrissey Blvd Dorchester, MA 02121	(17) Boston Globe c/o Smith, Levenson & Smith 160 Federal Street Boston, MA 02110	(18) Boston Racquet Ball Club 10 Post Office Square Boston, MA 02109
(19) Boston Water & Sewer Commission 425 Summer Street Boston, MA 02210	(20) Brandywine Condominium Trust c/o Davis & Gordon, P.C. One Lincoln Plaza Boston, MA 02111	(21) Cablevision of Boston 25 Travis Street Brighton, MA 021
(22) Cabral, Richard 547 Amherst Street Nashua, NH 03063	(23) 2204 Cambridge Teachers FCU 1700 Cambridge Street Cambridge, MA 02142	(24) Carriker, Linda 511 Beacon Street Boston, MA 02115
(25) Catherine Pinkham, Trustee 511 Beacon Street Realty Trust Boston, MA 02115	(26) Catherine Pinkham, Trustee c/o Ronald Luccio 213 Newbury Street Boston, MA 02115	(27) Cellular One 306 Northern Avenue Boston, MA 02110
(28) 011066212132626005 Chase Manhattan Bank 600 Community Drive Manhasset, NY 11036	(29) 011066212132626005 Chase Manhattan Bank c/o P.O.Box 15005 Wilmington, DE 19893	(30) Cherry Hill Condo Association Maple Crest Circle Holyoke, MA 01040

Citibank
Visa
P.O. Box 6001
Sioux Falls, SD 57188

(34) 47939
City of Medford
City Hall

Medford, MA 02155

(37)
Copy Cop, Inc.
815 Boylston Street

Boston, MA 02116

(40) MR89RC19535
Delta Airlines
C/O Credit Collection Service
P.O.Box 898
East Dennis, MA 02641

(43)
Dime Savings Bank of New York
EAB Plaza

Uniondale, NY 11556

(46)
Filenes
P.O. Box 911

Boston, MA 02103

(49)
Greentree Condominium Assoc.
Greentree Lane/Webster Street

Weymouth, MA 02188

(52)
Jeans, John T.
511 Beacon Street

Boston, MA 02115

(55)
Kingswood Park Village Condo.
Association
180 Main Street
Bridgewater, MA 02324

(58)
Marc Rosenberg & Associates Inc.
95 West Squantum Street
Suite 119
North Quincy, MA 02171

City of Boston
Collector/Treasurer
City Hall
Boston, MA 02201

(35) 7-11237-041-07261
Commerce Service Corp.
221 N. Thirteenth Street

Philadelphia, PA 19107

(38)
Csapler & Bok
Richard C. Csapler, Jr., Esq.
One Winthrop Square
Boston, MA 02110

(41)
DiCara, Selig, Sawyer & Holt
Three Center Plaza

Boston, MA 02108

(44)
Donovan, James M., DMD
25 Chestnut Hill Road

Brookline, MA 02167

(47)
Fitzpatrick and McCarthy
Kathleen M. McCarthy
1087 Beacon Street
Newton Centre, MA 02150

(50) 295640
Hanscom Field FCU
Hanscom Air Force Base

Bedford, MA 01730

(53) 144-820-61
Jordan Marsh
P.O. Box 9150

Boston, MA 02205

(56)
Lotus Corporation
Lotus Signal Service
55 Cambridge Parkway
Cambridge, MA 02142

(59)
Marujo, Rose
14 Sekel Street
Cambridge, MA 02141

City of Holyoke
Collector Treasurer
City Hall
Holyoke, MA 01040

(36)
Commonwealth of Mass/DOR
Bankruptcy Unit
215 First Street
Cambridge, MA 02142

(39)
DeBlosi, Robert, CPA
400 Massachusetts Avenue
Arlington, MA 02174

(42)
Dime Savings Bank of New York
EAB Plaza

Uniondale, NY 11556

(45) 023-48-7115
E.L.S.I.
Education Loan Services, Inc.
P.O. Box 9175
Braintree, MA 02184

(48)
Framingham Savings Bank
600 Worcester Road
Framingham, MA 01701

(51)
Internal Revenue Service
Special Procedures
P.O. Box 9106, JFK Station
Boston, MA 02203

(54) 425-567-46
Jordan Marsh
P.O. Box 9150

Boston, MA 02205

(57)
Mahoney, Philip
1219 Christobal Privata
Mountain View, CA 94040

(60)
Mass Board of Higher Education
330 Stuart Street
Boston, MA 02116

MCI Telecommunications
1133 19th St.NW

Washington, DC 20036

(64) MCDT03
MCI Telecommunications
c/o NCMC
P.O. Box 20354
Touson, MD 21204

(67)
Morse, Christine
Morse, Rosemary
71 Pond Street
Georgetown, MA 01833

(70)
Pioneer Financial Co-Op Bank
46 Pleasant Street

Malden, MA 02148

(73)
Security Design Consultants
10 Sibley Road

Weston, MA 02193

(76)
Somerset Savings Bank
P.O. Box 40

Somerville, MA 02143

(79)
Speedy Package Delivery
31 St. James Avenue

Boston, MA 02116

(82)
Town of Bridgewater
Collector/Treasurer
Town Hall
Bridgewater, MA 02324

(85) 201-01-023-48-7115
Tufts University
Student Loan
Bursar's office
Medford, MA 02155

(88)
Vanguard Savings Bank
143 Chestnut Street

Holyoke, MA 01040

MCI Telecommunications
c/o
P.O.Box 20354
Townsend, MD 21204

(65)
Mehdi, Lima
511 Beacon Street, Unit 10

Boston, MA 02115

(68) 247-9244
New England Telephone
245 State Street

Boston, MA 02109

(71)
Renaissance Trust
66 Long Wharf

Boston, MA 02110

(74)
Shawmut Bank
100 Summer Street

Boston, MA 02110

(77)
South Boston Savings Bank
460 West Broadway

South Boston, MA 02127

(80)
The Copy House
128 High Street

Boston, MA 02110

(83)
Town of Shrewsbury
Collector/Treasurer
Town Hall
Shrewsbury, MA 01545

(86) 201-01-023-48-7115
Tufts University
c/o University Accounting Servic
180 N. Executive Drive
Brookfield, WI 53005

(89)
Vanguard Savings Bank
143 Chestnut Street

Holyoke, MA 01040

1100 King Street A1-3CC

Ryebrook, NY 10573

(66)
Merrill & McGeary
Michael Merrill, Esq.
11 Beacon Street
Boston, MA 02108

(69)
Phillips, Theodore
358 Commonwealth Ave

Boston, MA 02115

(72)
Sears Roebuck & Co.
45 Congress Street

Salem, MA 01970

(75)
Shrewsbury II Trust
c/o William Walsh, Esq.
954 Cambridge Street
Cambridge, MA 02141

(78)
Southern Bell

Fort Lauderdale, FL 333

(81)
The Zari Corporation
Maple Technology Park
420 Maple Street
Marlboro, MA 01752

(84)
Town of Weymouth
Collector/Treasurer
Town Hall
Weymouth, MA 02188

(87)
University Bank & Trust Co.
25 Needham Street

Newton, MA 02159

(90)
Walsh, William
954 Cambridge Street

Cambridge, MA 02142

Walsh, Trustee
954 Cambridge Street
Cambridge, MA 02141

954 Cambridge Street
Cambridge, MA 02141

511 Beacon Street, Unit 12
Boston, MA 02115

UNITED STATES BANKRUPTCY COURT
District of Massachusetts

In re:

Joseph Rogers

Case No. 89-13383-JNG

Debtor

SECURED PROOF OF CLAIM OF GARDEN MANAGEMENT
CO., INC.

1. The undersigned, who has his usual place of business at Friedman & Atherton, 28 State Street, Boston, Massachusetts, is the agent of Garden Management Co., Inc. and is authorized to make this proof of claim on behalf of the claimant.
2. The debtor was, at the time of the filing of the petition initiating this case, and still is indebted to this claimant, in the sum of \$207,920.34 plus additional interest and charges allowed under the note and mortgage referred to in Paragraph 4.
3. The consideration for this debt is as follows: Mortgage loan to debtor on May 5, 1987 and July 17, 1987. This claim consists of \$178,395.35 in principal amount and \$29,524.99 in additional charges as set forth on the attached schedule.
4. Duplicates of the note and mortgage on which this claim is founded are attached hereto.
5. No judgment has been rendered on this claim.
6. The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.
7. This claim is not subject to any setoff or counter-claim.
8. The undersigned claims the security interest under the mortgage referred to in paragraph 4 hereof. Evidence of perfection of such security interest is also attached.
9. This claim is a general unsecured claim, except to the extent that the security interest, if any, described in paragraph 8 is sufficient to satisfy the claim.

Garden Management Co., Inc.

By: Thomas C. Bailey, Esquire

Date: 2/26/91

Signature: Thomas C. Bailey

Penalty for Presenting Fraudulent Claim. Fine of not more than \$5,000.00 or imprisonment for not more than 5 years or both - Title 18, U.S.C., 152.

Our Files: 66-27 and 66-54

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FRIEDMAN & ATHERTON

TELEPHONE
617-227-5540

COUNSELLORS AT LAW
NINETEENTH FLOOR
28 STATE STREET
BOSTON, MA
02109

TELECOPIER
617-523-1559

February 26, 1991

Clerk's Office
U. S. Bankruptcy Court
Thomas P. O'Neill Federal Building
10 Causeway Street
Boston, Massachusetts 02222-1043

closed
4-1-91

Re: Joseph Rogers, Debtor
Chapter 7, Case No. 89-13383-JNG
Our File Numbers 66-27 and 66-54

Dear Sir/Madam:

Enclosed for filing in the above-captioned case please find a Proof of Claim on behalf of the Garden Management Co., Inc., a Secured Creditor in the above referenced matter. Also attached please find Attachment "A" and Attachment "A-1" and copies of the mortgages and notes as they pertain to the above-captioned matter.

I have also enclosed one additional copy for date-stamping and return in the enclosed self-addressed, stamped envelope.

Thank you for your prompt attention to this matter.

Very truly yours,

Gerald A. DeGregorio
Gerald A. DeGregorio
Bankruptcy Paralegal

GAD:et

Enclosures

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ATTACHMENT "A"
GARDEN MANAGEMENT CO., INC.
E A B Plaza, Uniondale, N.Y. 11556-0122
(516) 745-2100
Prepared by The Asset Recovery Division
(516) 745-2829

FINAL STATEMENT

TO: C. AIKENS - T. C. BAILEY MTGE NO. 614482-8
ATTORNEY: FRIEDMAN & ATHERTON
BY: Telefax DATE: 7/24/90

PREMISES: 511 Beacon Street, Unit #12, Boston, Massachusetts 02112
OWNER: Rogers, Joseph -Chapter 7- Debtor, Case No. 89-13383-JNG
Our File No.: 66-27

All figures are given upon the condition that they will not be considered as an estoppel against the bank. Figures void after 30 days from date of statement.

PRINCIPAL BALANCE	\$ 87,895.78
INTEREST: from 5/1/88 to 11/3/89	\$ 13,778.88
LATE CHARGES DUE	\$ 202.40
INSURING AND MAILING PAPERS	\$ 10.00
ESCROW ADVANCE BALANCE (advanced by bank)	\$ 1,479.84
INTEREST ON ADVANCED ESCROW	\$ 211.94
Less: Deposit for Taxes (credit)	\$ - 0 -
Less: Unapplied Balance (credit)	\$ - 0 -
AMOUNT DUE:	<u>\$ 103,578.84</u>

PER DIEM: \$26.79

ADDITIONAL EXPENSES: Payable to THE ASSET RECOVERY DIVISION -
(CERTIFIED FUNDS) in the amount of \$880.00

DISBURSEMENT(S): Date: 4/18/90 City Tax \$406.02



614482

ADJUSTABLE RATE NOTE

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT, WITH LIMITATIONS, AND ALLOWS FOR INCREASES IN THE PRINCIPAL AMOUNT TO BE REPAYED (Negative Amortization).

Loan No. _____

July 17, 19 87

[City]

BRAINTREE, MA 02184

[State]

511 BEACON STREET CONDOMINIUM, UNIT 12, 511 BEACON STREET, BOSTON
MA 02112 [Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 88000.00 plus any increased amounts added in accordance with Section 4(C) of this Note (the total amount is called "principal") plus interest, to the order of the Lender. The Lender is **The Dime Real Estate Services—Massachusetts, Inc.**, a New York corporation having its office at 144 Merrimack St., Lowell, Massachusetts 01852. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

(A) Interest Rate

I will be charged interest on the unpaid principal from the date of this Note until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.000 %. The interest rate I will pay may change.

(B) Interest Change Dates

The interest rate I will pay may change on the first day of February, 19 88, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Change Date." The new rate of interest will become effective on each Interest Change Date. The interest rate I will pay will change in accordance with Section 4 of this Note.

(C) The Index

Beginning with the first Interest Change Date, my interest rate will be based on an Index. The "Index" is: (Check only one box)

☒ XX

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.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first (1st) through sixth (6th) Interest Change Date (both inclusive) will not be greater than 10.000 %. Thereafter, my interest rate will never be increased on any single Interest Change Date by more than 2.000 percentage points (2.000 %). My interest rate will never be greater than 13.875 %. (A blank space or "N/A" means there is no limit on any increase in the interest rate I must pay).

3. PAYMENTS

(A) Time and Place of Payments

Except when this Note is dated the first day of a month, I will make a payment of interest only from the date hereof to the first day of the following month.

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 September 1, 19 87. 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 August 1, 20 17, 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.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 645.71. This amount may change.

(C) Payment Change Dates

My monthly payment may change in accordance with Section 4 of this Note beginning on the first day of September, 19 88, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment will also change at any time Section 4(B) or 4(D) below requires me to pay the Full Payment Amount.

I will pay the amount of my new monthly payment each month beginning on each Payment Change Date or as provided in Section 4(B) or 4(D) below.

(D) Limits on Monthly Payment Changes

Each increase or decrease in my monthly payment will be limited to an amount equal to 7.500 % payment due the month preceding the Payment Change Date unless Section 4(B) or 4(D) below requires me to amount.

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4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Calculation of Changes

On each Interest Change Date which is not followed by a Payment Change Date, the Note Holder will calculate my new interest rate by adding 3.00 percentage points (3.00 %) to the most recent Index figure that was made available as of that Interest Change Date (Index + percentage points) and then round the result of this addition to the nearest one eighth of one percentage point (0.125%). Subject to the limits, if any, stated in Section 2(D) above, the rounded amount will be my new interest rate until the next Interest Change Date.

For each Interest Change Date preceding a Payment Change Date or a change in the monthly payment required by Section 4(B) or 4(D) below, the most recent Index figure that was made available as of the date 45 days before that Interest Change Date will be used to calculate my new interest rate as described above.

As of each Interest Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid principal in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation is called the "Full Payment Amount."

(B) Required Full Payment Amount

On the fifth (5th) Payment Change Date and on each succeeding fifth (5th) Payment Change Date thereafter, I will begin paying the Full Payment Amount as my monthly payment until my monthly payment changes again. I will also begin paying the Full Payment Amount as my monthly payment on the final Payment Change Date and on the first day of each month thereafter to the maturity date, and as provided in Section 4(D) below.

(C) Additions to My Unpaid Principal (Negative Amortization)

The amount of my monthly payment could be less than the amount of the interest portion of the Full Payment Amount after each Interest Change Date. If so, each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid principal. The Note Holder will also add interest on the amount of this difference to my unpaid principal each month. The interest rate on the interest added to principal will be the rate required by Section 4(A) above.

(D) Limit On My Unpaid Principal; Increased Monthly Payments

My unpaid principal can never exceed a maximum amount equal to one hundred ten percent (110%) of the principal amount I originally borrowed. If the addition of unpaid interest to principal as provided in Section 4(C) above would cause my principal balance to exceed that maximum amount at any time, I must immediately begin paying the Full Payment Amount as my monthly payment amount.

(E) Notice of Changes

The Note Holder will mail or deliver to me a notice of a change in the amount of my monthly payment before the effective date of each such payment 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.

5. BORROWER'S RIGHT TO PREPAY

(a) I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

(b) I may make a full or partial prepayment, provided I have given the Note Holder thirty (30) days written notice of my intention to prepay and, in the case of a full prepayment, pay the amount(s) indicated in paragraph 5(c) as consideration for the loss of earnings to the Note Holder. If prepayment advice is given after notice of adjustment indicated in Paragraph 4, penalty shall not apply for ninety (90) days after date of notice of adjustment. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates of my monthly payments unless the Note Holder agrees in writing to those delays. My partial prepayment will reduce the amount of my monthly payments only after the first scheduled change in the amount of my monthly payments following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

(c) If I make a full prepayment in the first year of my loan, I will pay a penalty equal to the balance of the first year's interest or three months' interest, whichever is less. If I make a full prepayment in the first three years of my loan for the purpose of refinancing my loan with another lender, I will pay an additional penalty equal to the three months' interest.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payment

If the Note Holder has not received the full amount of any of my monthly payments by the end of fifteen (15) calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 3.000 % of my total overdue payment of principal, interest and tax and insurance escrow. I will pay this late charge only once on any late payment.

(B) Default

If I do not pay the full amount of each monthly payment within 30 days after it is due, I will be in default. If I am in default, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. If the Note Holder requires me to pay immediately in full, I will pay interest on the unpaid principal at the yearly rate of twenty-four percent after default.

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(C) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all its costs and expenses to enforce this Note to the extent not prohibited by applicable law. Those expenses may include, for example, reasonable attorney's fees.

7. GIVING OF NOTICE

Any notice that must be given to me under this Note will be given by delivering it or by mailing it addressed to me at the Property Address stated above. A notice will be delivered or mailed to me at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it to the Note Holder under the address stated in Section 3(A) above. A notice will be mailed to the Note Holder at a different address if I am given a notice of this different address.

8. LOAN CHARGES

It could be that this loan 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 this loan would exceed permitted limits. If this is the case, 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 me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts under this Note.

11. THIS NOTE SECURED BY A MORTGAGE

In addition to the protection given to the Note Holder under this Note, a Mortgage, dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. The terms of that Mortgage are made a part of this Note.

12. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

The Note Holder will not require immediate payment in full if all or any part of the Property, or if any right in the Property is sold, transferred or assigned without the Note Holder's prior written consent. Any provision contained in this Note or the Mortgage which gives the Note Holder that right, will not be effective.

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

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

Witnesses:

John O. Lee

Joseph Rogers
JOSEPH ROGERS

Borrower

Borrower

Borrower

Borrower

13895 038

SUFFOLK REC. 11 M. OFFICE
REC'D ENTO. 11 AM. 11/17/87

JUL 17 2 13 PM '87

(Space Above This Line For Recording Data)

REGISTERED

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 17, 1987.
The mortgagor is JOSEPH ROGERS,

("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

Borrower owes Lender the principal sum of EIGHTY EIGHT THOUSAND AND 00/100 Dollars (U.S. \$ 88000.00). 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 August 1, 2017. 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 SUFFOLK County, Massachusetts:

See Attached Exhibit "A"

Unit 12, 511 BEACON STREET,
which has the address of BOSTON,
[Street] [City]
Massachusetts 02112 ("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.

ALAN H. SEGAL, Esquire

MASSACHUSETTS REAL ESTATE -- FNMA/FHLMC UNIFORM INSTRUMENT
Braintree, Mass. 02184

Form 3022 12/83

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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 attach 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 attach 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 a 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 attach 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 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 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 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.

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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 18. 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) 3 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 judgement 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 attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the ten 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.

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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 is 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.

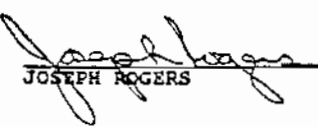
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of dower 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) Rider to Mortgage

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.


JOSEPH ROGERS

(Seal)
-Borrower

(Seal)
-Borrower

[Space Below This Line for Acknowledgement]

COMMONWEALTH OF MASSACHUSETTS.

NORFOLK

County ss:

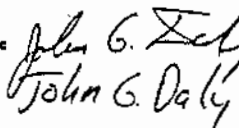
On this 17th day of July, 1987 before me personally appeared
JOSEPH ROGERS

and
acknowledged the foregoing to be his/her/their free act and deed.

My commission expires:

April 20, 1990

Notary Public


John G. Daly

[Space Below This Line Reserved for Lender and Recorder]

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 17th day of July, 1987, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

THE DIME REAL ESTATE SERVICES MASSACHUSETTS, INC.

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

511 BEACON STREET, BOSTON, MA 02112, UNIT #12

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

511 BEACON STREET CONDOMINIUM

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and

(ii) Borrower's obligation under Uniform Covenant 3 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law, in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self management of the Owners Association, or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

JOSEPH ROGERS

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Sign Original Only)

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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

13895 043

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42. CHANGING THIS MORTGAGE

Except as described in Paragraph 43, this Mortgage may be changed 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 Note, or, if any other event, if the Note Holder in writing so elects, the premises 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.


BORROWERS: JOSEPH ROGERS

ADJUSTABLE RATE RIDER TO THE MORTGAGE

THE NOTE CONTAINS PROVISIONS FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT AND ALLOWS FOR INCREASES IN THE PRINCIPAL AMOUNT TO BE REPAYED (Negative Amortization).

This Rider is dated July 17, 19 87 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 511 BEACON STREET CONDOMINIUM, UNIT 12, 511 BEACON STREET, BOSTON, MA, 02112
(Property Address)

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

1. INTEREST RATE AND MONTHLY PAYMENT CHANGES

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

2. INTEREST

(A) Interest Rate

I will be charged interest on the unpaid principal from the date of this Note until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.000 %. The interest rate I will pay may change.

(B) Interest Change Dates

The interest rate I will pay may change on the first day of February, 19 88, and on that day every 12 month thereafter. Each date on which my interest rate could change is called an "Interest Change Date." The new rate of interest will become effective on each Interest Change Date. The interest rate I will pay will change in accordance with Section 4 of this Note.

(C) The Index

Beginning with the first Interest Change Date, my interest rate will be based on an Index. The "Index" is: (Check only one box).

☒ 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.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Interest Change Date will not be greater than 10.000 %. Thereafter, my interest rate will never be increased on any single Interest Change Date by more than 2.000 percentage points (2.000 %). My interest rate will never be greater than 13.875 %. (A blank space or "N/A" means there is no limit on any increase in the interest rate I must pay).

3. PAYMENTS

(A) Time and Place of Payments

Except when this Note is dated the first day of a month, I will make a payment of interest only from the date hereof to the first day of the following month.

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 September 1, 19 87. 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 August 1, 20 17, 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.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 645.71. This amount may change.

(C) Payment Change Dates

My monthly payment may change in accordance with Section 4 of this Note beginning on the first day of September, 19 88, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment will also change at any time Section 4(B) or 4(D) below requires me to pay the Full Payment Amount.

I will pay the amount of my new monthly payment each month beginning on each Payment Change Date or as provided in Section 4(B) or 4(D) below.

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4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Calculation of Changes

On each Interest Change Date which is not followed by a Payment Change Date, the Note Holder will calculate my new interest rate by adding 1.00 percentage points (1.00 %) to the most recent Index figure that was made available as of that Interest Change Date (Index + percentage points) and then round the result of this addition to the nearest one-eighth of one percentage point (0.125 %). Subject to the limits, if any, stated in Section 2(D) above, the rounded amount will be my new interest rate until the next Interest Change Date.

For each Interest Change Date preceding a Payment Change Date or a change in the monthly payment required by Section 4(B) or 4(D) below, the most recent Index figure that was made available as of the date 45 days before that Interest Change Date will be used to calculate my new interest rate as described above.

As of each Interest Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid principal in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation is called the "Full Payment Amount."

(B) Required Full Payment Amount

On the first Payment Change Date and on each succeeding Payment Change Date thereafter, I will begin paying the Full Payment Amount as my monthly payment until my monthly payment changes again. I will also begin paying the Full Payment Amount as my monthly payment on the final Payment Change Date and on the first day of each month thereafter to the maturity date, and as provided in Section 4(D) below.

(C) Additions to My Unpaid Principal (Negative Amortization)

The amount of my monthly payment could be less than the amount of the interest portion of the Full Payment Amount after each Interest Change Date. If so, each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid principal. The Note Holder will also add interest on the amount of this difference to my unpaid principal each month. The interest rate on the interest added to principal will be the rate required by Section 4(A) above.

(D) Limit On My Unpaid Principal; Increased Monthly Payments

My unpaid principal can never exceed a maximum amount equal to one hundred ten percent (110 %) of the principal amount I originally borrowed. If the addition of unpaid interest to principal as provided in Section 4(C) above would cause my principal balance to exceed that maximum amount at any time, I must immediately begin paying the Full Payment Amount as my monthly payment amount.

(E) Notice of Changes

The Note Holder will mail or deliver to me a notice of a change in the amount of my monthly payment before the effective date of each such payment 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. SALE 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.

13895 048 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 G. Z...

Joseph Rogers
JOSEPH ROGERS

Borrower

Borrower

Borrower

Borrower

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[Signature]

[Signature]

13895 049

EXHIBIT "A"

Condominium Unit No. 12, in the 511 Beacon Street Condominium (the "Condominium"), Boston, Suffolk County, Massachusetts, created by a Master Deed (the "Master Deed") dated October 3, 1985 and recorded with Suffolk Registry of Deeds at Book 11946, Page 043, as amended in accordance with and subject to the provisions on Massachusetts General Laws Chapter 183A as amended ("Chapter 183A"). The Unit is more particularly described in the Master Deed, is shown on the floor plans of the building recorded simultaneously with the Master Deed, and on a copy of the portion of the floor plans recorded with the first unit deed for this unit.

Said unit is conveyed together with the Mortgagor's undivided 11.38 percentage interest in the common areas and facilities of the condominium (the "common areas and facilities") as set forth in the Master Deed.

Being the same premises conveyed to the Mortgagor by deed of Catherine Pinkham, Trustee of 511 Beacon Street Realty Trust dated July 17, 1987 and recorded with Suffolk Registry of Deeds herewith.

4 THE DIME REAL ESTATE SERVICES
MASSACHUSETTS, INC.

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ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS,

THAT THE DIME REAL ESTATE SERVICES-- MASSACHUSETTS, INC., a corporation organized and existing under the laws of the State of New York, having its principal office and place of business at 144 Merrimack Street, Lowell, Massachusetts 01852 (Assignor) in consideration of the sum of One (\$1.00) Dollar lawful money of the United States, to it in hand paid by THE DIME SAVINGS BANK OF NEW YORK FSB, a Corporation organized under the laws of the United States of America and having its principal office and place of business at 9 DeKalb Avenue, Brooklyn, New York ("Assignee") at or before the enrolling and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, assigned, transferred, and set over, and by these presents does grant, bargain, sell, assign, transfer, and set over unto the said Assignee a certain indenture of Mortgage, made and executed by

Joseph Rogers

in favor of THE DIME REAL

ESTATE SERVICES-MASSACHUSETTS, INC bearing date the

17th day of July, in the year nineteen hundred and

eighty seven and recorded with

Deeds Book Page to which reference may be had for a more particular description of said mortgage and of the land therein described, together with the debt, note, and obligation therein described, and the money due or to become due thereon with the interest

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns forever, subject only to the proviso in said Indenture of Mortgage mentioned: And Assignor does hereby make, constitute, and appoint the said Assignee, its true and lawful attorney, irrevocable in its name or otherwise, but at its proper cost and charges, to have use and take all lawful ways and means for the recovery of the said money and interest; and in case of payment, to discharge the same as fully as as it might or could do if these presents were not made.

IN WITNESS WHEREOF, the Assignor has duly executed this instrument this 17th day of July in the year of our Lord one thousand nine hundred and eighty seven

Signed and Delivered
in presence of

THE DIME REAL ESTATE SERVICES-
MASSACHUSETTS, INC.

John G. Del...

Ralph R. Spitzer
By Ralph R. Spitzer
ITS Vice President

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF Norfolk) ss

On this 17th day of July, 1987, before me personally appeared Ralph R. Spitzer of The Dime Real Estate Services-MASSACHUSETTS, Inc. a New York corporation, Signer and Sealer of the foregoing Instrument, and acknowledged the same to be the free act and deed of said Corporation before me.

ALAN H. SEGAL, Esquire
One Rockdale Street
Braintree, Mass. 02184

Form 9678 MA

John G. Del...
NOTARY PUBLIC

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SUFFOLK COUNTY
REGISTRY OF DEEDS

ASSIGNMENT OF MORTGAGE

File No. 66-27

Loan No. 614482-8

8/15/89
3:35pm

THE DIME SAVINGS BANK OF NEW YORK, FSB, a corporation organized under the laws of the United States of America and having its principal office and place of business at 9 DeKalb Avenue, Brooklyn, New York ("Assignor"), holder of a mortgage to THE DIME REAL ESTATE SERVICES - MASSACHUSETTS, INC., a New York corporation, qualified to do business in the Commonwealth of Massachusetts, and having its principal office and place of business at 138 River Road, Andover, MA 01810 (the "Mortgage"),

dated July 17, 1987

recorded with Suffolk County Registry of Deeds
Book 13895 Page 38

Land Court Doc. No. _____

hereby assigns the Mortgage, and the note and claim secured thereby to GARDEN MANAGEMENT CO., INC., a corporation organized under the laws of the State of New York and having its principal office and place of business at 1225 Franklin Avenue, Garden City, New York 11530.

WITNESS the Assignor's hand and seal this 6th day of July, 19 89.

Signed and delivered
in the presence of:

[Signature]

The Dime Savings Bank of
New York, FSB

By [Signature]
Lee H. Kozol, Its Attorney
In Fact, hereunto duly
authorized.

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

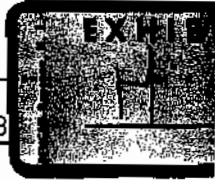
On this 6th day of July, 19 89, before me appeared Lee H. Kozol, to me personally known, who being by me duly sworn did say that he is the agent of The Dime Savings Bank of New York, FSB and that he executed the foregoing Assignment of Mortgage on behalf of said corporation by authority of its Board of Directors, pursuant to a Resolution duly entered in the records of the corporation and recorded in the Suffolk County Registry of Deeds in the Commonwealth of Massachusetts, Book 15658, Page 183, and said Lee H. Kozol acknowledged said Assignment of Mortgage to be the free act and deed of said corporation.

[Signature]
Notary Public
My commission expires: 4/20/95

15755 306 533

File No. 66-27

Loan No. 614482-8



ASSIGNMENT OF MORTGAGE

THE DIME SAVINGS BANK OF NEW YORK, FSB, a corporation organized under the laws of the United States of America and having its principal office and place of business at 9 DeKalb Avenue, Brooklyn, New York ("Assignor"), holder of a mortgage to THE DIME REAL ESTATE SERVICES - MASSACHUSETTS, INC., a New York corporation, qualified to do business in the Commonwealth of Massachusetts, and having its principal office and place of business at 138 River Road, Andover, MA 01810 (the "Mortgage"),

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WITNESS the Assignor's hand and seal this 6th day of July, 19 89.

Signed and delivered
in the presence of:

[Signature]

Aug 10 1989
REGISTRY

The Dime Savings Bank of
New York, FSB

By *[Signature]*

Lee H. Kozol, Its Attorney
In Fact, hereunto duly
authorized.

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

On this 6th day of July, 19 89, before me appeared Lee H. Kozol, to me personally known, who being by me duly sworn did say that he is the agent of The Dime Savings Bank of New York, FSB and that he executed the foregoing Assignment of Mortgage on behalf of said corporation by authority of its Board of Directors, pursuant to a Resolution duly entered in the records of the corporation and recorded in the Suffolk County Registry of Deeds in the Commonwealth of Massachusetts, Book 15658, Page 183, and said Lee H. Kozol acknowledged said Assignment of Mortgage to be the free act and deed of said corporation.

Rever to

[Signature]

Notary Public
My commission expires: 4/20/95

ATTACHMENT "A-1"
GARDEN MANAGEMENT CO., INC.
E A B Plaza, Uniondale, N.Y. 11556-0122
(516) 745-2100
Prepared by The Asset Recovery Division
(516) 745-2829

FINAL STATEMENT

TO: C. AIKENS - T. C. BAILEY MTGE NO. 610374-1
ATTORNEY: FRIEDMAN & ATHERTON
BY: Telefax DATE: 7/24/90

PREMISES: 511 Beacon Street, Unit #12, Boston, Massachusetts 02112
OWNER: Rogers, Joseph -Chapter 7- Debtor, Case No. 89-13383-JNG
Our File No.: 66-54

All figures are given upon the condition that they will not be considered as an estoppel against the bank. Figures void after 30 days from date of statement.

PRINCIPAL BALANCE	\$ 90,499.57
INTEREST: from 7/1/88 to 11/3/89	\$ 12,998.16
LATE CHARGES DUE	\$ 241.72
INSURING AND MAILING PAPERS	\$ 10.00
ESCROW ADVANCE BALANCE (advanced by bank)	\$ 1,146.73
INTEREST ON ADVANCED ESCROW	\$ 153.80
Less: Deposit for Taxes (credit)	\$ - 0 -
Less: Unapplied Balance (credit)	\$ (708.48)
AMOUNT DUE:	<u>\$ 104,341.50</u>

PER DIEM: \$28.20

ADDITIONAL EXPENSES: Payable to THE ASSET RECOVERY DIVISION -
(CERTIFIED FUNDS) in the amount of \$855.08

DISBURSEMENT(S): Date: 4/18/90 City Tax \$404.75



610374

ADJUSTABLE RATE NOTE

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT, WITH LIMITATIONS, AND ALLOWS FOR INCREASES IN THE PRINCIPAL AMOUNT TO BE REPAYED (Negative Amortization).

Loan No. 610374-1

May 5, 19 87, Boston, Massachusetts
 (City) (State)
Unit 10, 511 Beacon Street, Boston, Massachusetts
 (Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 90,400.00 plus any increased amounts added in accordance with Section 4(C) of this Note (the total amount is called "principal") plus interest, to the order of the Lender. The Lender is **The Dime Real Estate Services—Massachusetts, Inc.**, a New York corporation having its office at 144 Merrimack St., Lowell, Massachusetts 01852. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST**(A) Interest Rate**

I will be charged interest on the unpaid principal from the date of this Note until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.50 %. The interest rate I will pay may change.

(B) Interest Change Dates

The interest rate I will pay may change on the first day of December, 19 87, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Change Date." The new rate of interest will become effective on each Interest Change Date. The interest rate I will pay will change in accordance with Section 4 of this Note.

(C) The Index

Beginning with the first Interest Change Date, my interest rate will be based on an Index. The "Index" is: (Check only one box).

- ☒ 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.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first (1st) through sixth (6th) Interest Change Date (both inclusive) will not be greater than 9.50 %. Thereafter, my interest rate will never be increased on any single Interest Change Date by more than N/A percentage points (N/A %). My interest rate will never be greater than 14.90 % (A blank space or "N/A" means there is no limit on any increase in the interest rate I must pay).

3. PAYMENTS**(A) Time and Place of Payments**

Except when this Note is dated the first day of a month, I will make a payment of interest only from the date hereof to the first day of the following month.

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 July 1, 19 87. I will make these payments every month until 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 June 1, 2017, 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.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 632.09. This amount may change.

(C) Payment Change Dates

My monthly payment may change in accordance with Section 4 of this Note beginning on the first day of July 1, 19 87, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment will also change at any time Section 4(B) or 4(D) below requires me to the Full Payment Amount.

I will pay the amount of my new monthly payment each month beginning on each Payment Change Date or as provided in Section 4(B) or 4(D) below.

(D) Limits on Monthly Payment Changes

Each increase or decrease in my monthly payment will be limited to an amount equal to 7.50 % of my monthly payment due the month preceding the Payment Change Date unless Section 4(B) or 4(D) below requires me to pay a different amount.

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4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Calculation of Changes

On each Interest Change Date which is not followed by a Payment Change Date, the Note Holder will calculate my new interest rate by adding 3.25 percentage points (3.25 %) to the most recent Index figure that was made available as of that Interest Change Date (Index + percentage points) and then round the result of this addition to the nearest one eighth of one percentage point (0.125%). Subject to the limits, if any, stated in Section 2(D) above, the rounded amount will be my new interest rate until the next Interest Change Date.

For each Interest Change Date preceding a Payment Change Date or a change in the monthly payment required by Section 4(B) or 4(D) below, the most recent Index figure that was made available as of the date 45 days before that Interest Change Date will be used to calculate my new interest rate as described above.

As of each Interest Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid principal in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation is called the "Full Payment Amount."

(B) Required Full Payment Amount

On the fifth (5th) Payment Change Date and on each succeeding fifth (5th) Payment Change Date thereafter, I will begin paying the Full Payment Amount as my monthly payment until my monthly payment changes again. I will also begin paying the Full Payment Amount as my monthly payment on the final Payment Change Date and on the first day of each month thereafter to the maturity date, and as provided in Section 4(D) below.

(C) Additions to My Unpaid Principal (Negative Amortization)

The amount of my monthly payment could be less than the amount of the interest portion of the Full Payment Amount after each Interest Change Date. If so, each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid principal. The Note Holder will also add interest on the amount of this difference to my unpaid principal each month. The interest rate on the interest added to principal will be the rate required by Section 4(A) above.

(D) Limit On My Unpaid Principal; Increased Monthly Payments

My unpaid principal can never exceed a maximum amount equal to one hundred ten percent (110%) of the principal amount I originally borrowed. If the addition of unpaid interest to principal as provided in Section 4(C) above would cause my principal balance to exceed that maximum amount at any time, I must immediately begin paying the Full Payment Amount as my monthly payment amount.

(E) Notice of Changes

The Note Holder will mail or deliver to me a notice of a change in the amount of my monthly payment before the effective date of each such payment 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.

5. BORROWER'S RIGHT TO PREPAY

(a) I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

(b) I may make a full or partial prepayment, provided I have given the Note Holder thirty (30) days written notice of my intention to prepay and, in the case of a full prepayment, pay the amount(s) indicated in paragraph 5(c) as consideration for the loss of earnings to the Note Holder. If prepayment advice is given after notice of adjustment indicated in Paragraph 4, penalty shall not apply for ninety (90) days after date of notice of adjustment. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates of my monthly payments unless the Note Holder agrees in writing to those delays. My partial prepayment will reduce the amount of my monthly payments only after the first scheduled change in the amount of my monthly payments following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

(c) If I make a full prepayment in the first year of my loan, I will pay a penalty equal to the balance of the first year's interest or three months' interest, whichever is less. If I make a full prepayment in the first three years of my loan for the purpose of refinancing my loan with another lender, I will pay an additional penalty equal to the three months' interest.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payment

If the Note Holder has not received the full amount of any of my monthly payments by the end of fifteen (15) calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 3.00 % of my total overdue payment of principal, interest and tax and insurance escrow. I will pay this late charge only once on any late payment.

(B) Default

If I do not pay the full amount of each monthly payment within 30 days after it is due, I will be in default. If I am in default the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. If the Note Holder requires me to pay immediately in full, I will pay interest on the unpaid principal at the yearly rate of twenty-four percent after default.

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above the Note Holder will still have the right to do so if I am in default at a later time.

(C) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all its costs and expenses to enforce this Note to the extent not prohibited by applicable law. Those expenses may include, for example, reasonable attorney's fees.

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7. GIVING OF NOTICE

Any notice that must be given to me under this Note will be given by delivering it or by mailing it addressed to me at the Property Address stated above. A notice will be delivered or mailed to me at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it to the Note Holder under the address stated in Section 3(A) above. A notice will be mailed to the Note Holder at a different address if I am given a notice of this different address.

8. LOAN CHARGES

It could be that this loan 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 this loan would exceed permitted limits. If this is the case, 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 me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts under this Note.

11. THIS NOTE SECURED BY A MORTGAGE

In addition to the protection given to the Note Holder under this Note, a Mortgage, dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. The terms of that Mortgage are made a part of this Note.

12. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

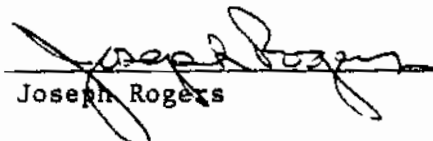
The Note Holder will not require immediate payment in full if all or any part of the Property, or if any right in the Property is sold, transferred or assigned without the Note Holder's prior written consent. Any provision contained in this Note or the Mortgage which gives the Note Holder that right, will not be effective.

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

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

Witnesses:




Joseph Rogers Borrower

Borrower

Borrower

Borrower

MORTGAGE

13653 337



THIS MORTGAGE is made this 5th day of May 1987, between the Mortgagor, Joseph Rogers (herein "Borrower"), and the Mortgagee, Dime Real Estate Services - Massachusetts, Inc. a corporation organized and existing under the laws of New York, whose address is 138 River Road, Andover, Massachusetts, 01810 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Ninety Thousand Four Hundred and no/100 (\$90,400.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 5, 1987 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2017;

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Suffolk, State of Massachusetts:

See Exhibit A attached hereto and made a part hereof.

RECEIVED
MAY 6 4 05 PM '87
DEPT. OF REVENUE
BOSTON

Loan # 610374-1

which has the address of Unit 10, 511 Beacon Street, Boston, Massachusetts 02115 (herein "Property Address");
(Street) (City) (State and 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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

314 610374

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

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 installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, 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 at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise 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 Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

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 such other hazards as Lender may require, and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

If Borrower fails to perform the covenants and agreements contained in the Property

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with condemnation or other taking of the Property, or part thereof, 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 Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds 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 such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

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

10. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **Successors, Assigns, Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind the successors, assigns, joint and several liability of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. **Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

18. **Acceleration; Remedies.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage 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 breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and Lender may invoke the STATUTORY POWER OF SALE and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the STATUTORY POWER OF SALE, Lender shall mail a copy of a notice of sale to Borrower, and to any other person required by applicable law, in the manner provided by applicable law. Lender shall publish the notice of

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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.

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 foreclose 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, easements, 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 of 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, 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

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.


Joseph Rogers - BORROWER

BORROWER

ADJUSTABLE RATE RIDER TO THE MORTGAGE

THE NOTE CONTAINS PROVISIONS FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT AND ALLOWS FOR INCREASES IN THE PRINCIPAL AMOUNT TO BE REPAYED (Negative Amortization).

This Rider is dated May 5, 19 87 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

Unit 10, 511 Beacon Street, Boston, Massachusetts
(Property Address)

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

1. INTEREST RATE AND MONTHLY PAYMENT CHANGES

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

2. INTEREST

(A) Interest Rate

I will be charged interest on the unpaid principal from the date of this Note until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.50 %. The interest rate I will pay may change.

(B) Interest Change Dates

The interest rate I will pay may change on the first day of December, 19 87, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Change Date." The new rate of interest will become effective on each Interest Change Date. The interest rate I will pay will change in accordance with Section 4 of this Note.

(C) The Index

Beginning with the first Interest Change Date, my interest rate will be based on an Index. The "Index" is: (Check only one box).

- ☒ 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.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Interest Change Date will not be greater than 9.50 %. Thereafter, my interest rate will never be increased on any single Interest Change Date by more than N/A percentage points (N/A %). My interest rate will never be greater than 14.90 %. (A blank space or "N/A" means there is no limit on any increase in the interest rate I must pay).

3. PAYMENTS

(A) Time and Place of Payments

Except when this Note is dated the first day of a month, I will make a payment of interest only from the date hereof to the first day of the following month.

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 July 1, 19 87. I will make these payments every month until 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 June 1, 20 17, 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.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 632.09. This amount may change.

(C) Payment Change Dates

My monthly payment may change in accordance with Section 4 of this Note beginning on the first day July 1, 19 87, and on that day every 60th month thereafter. Each of these dates is called "Payment Change Date." My monthly payment will also change at any time Section 4(B) or 4(D) below requires me to pay the Full Payment Amount.

I will pay the amount of my new monthly payment each month beginning on each Payment Change Date or as provided in Section 4(B) or 4(D) below.

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4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

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(A) Calculation of Changes

On each Interest Change Date which is not followed by a Payment Change Date, the Note Holder will calculate my new interest rate by adding 3.25 percentage points (3.25 %) to the most recent Index figure that was made available as of that Interest Change Date (Index + percentage points) and then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits, if any, stated in Section 2(D) above, the rounded amount will be my new interest rate until the next Interest Change Date.

For each Interest Change Date preceding a Payment Change Date or a change in the monthly payment required by Section 4(B) or 4(D) below, the most recent Index figure that was made available as of the date 45 days before that Interest Change Date will be used to calculate my new interest rate as described above.

As of each Interest Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid principal in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation is called the "Full Payment Amount."

(B) Required Full Payment Amount

On the first Payment Change Date and on each succeeding Payment Change Date thereafter, I will begin paying the Full Payment Amount as my monthly payment until my monthly payment changes again. I will also begin paying the Full Payment Amount as my monthly payment on the final Payment Change Date and on the first day of each month thereafter to the maturity date, and as provided in Section 4(D) below.

(C) Additions to My Unpaid Principal (Negative Amortization)

The amount of my monthly payment could be less than the amount of the interest portion of the Full Payment Amount after each Interest Change Date. If so, each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid principal. The Note Holder will also add interest on the amount of this difference to my unpaid principal each month. The interest rate on the interest added to principal will be the rate required by Section 4(A) above.

(D) Limit On My Unpaid Principal; Increased Monthly Payments

My unpaid principal can never exceed a maximum amount equal to one hundred ten percent (110%) of the principal amount I originally borrowed. If the addition of unpaid interest to principal as provided in Section 4(C) above would cause my principal balance to exceed that maximum amount at any time, I must immediately begin paying the Full Payment Amount as my monthly payment amount.

(E) Notice of Changes

The Note Holder will mail or deliver to me a notice of a change in the amount of my monthly payment before the effective date of each such payment 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.

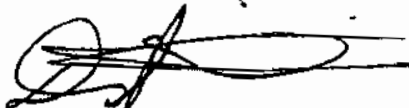
II. SALE OR TRANSFER OF PROPERTY

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.




Joseph Rogers

Borrower

Borrower

Borrower

Borrower

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CONDOMINIUM RIDER 13653 348

THIS CONDOMINIUM RIDER is made this 5th day of May, 1987, and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or Deed to Secure Debt (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to Dima Real Estate Services, Inc. (herein "Lender") and covering the Property described in the Security Instrument and located at: Unit 10, 511 Beacon Street, Boston, Massachusetts (Property Address)

The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as 511 Beacon Street Condominium (Name of Condominium Project)

(herein "Condominium Project"). If the Owners Association or other governing body of the Condominium Project (herein "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property shall also be comprised of Borrower's interest in the Owners Association and the proceeds of such interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Assessments. Borrower shall promptly pay, when due, all assessments imposed by the Owners Association pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent documents of the Condominium Project.

B. Hazard Insurance. So long as the Owners Association maintains a "master" or "blanket" policy, which is satisfactory in form to Lender, with a generally accepted insurance carrier on the Condominium Project and which provides insurance coverage in such amounts, for such periods, and against such hazards as Lender may require, including fire and hazards included within the term "extended coverage", then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in such required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument in the manner provided under Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the declaration, by-laws or code of regulations of the Owners Association, or equivalent constituent documents of the Condominium Project (herein "Constituent Documents") for the express benefit of Lender;

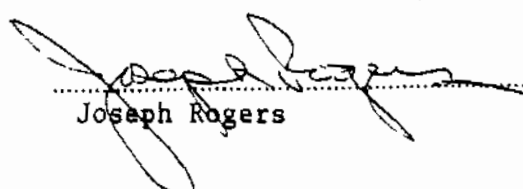
(iii) termination of professional management and assumption of self-management of the Condominium Project by the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Notice to Lender. In addition to notices required to be given Lender by the terms of the Security Instrument, Borrower shall promptly give notice to Lender of any material amendment to any provision of the Constituent Documents and also of any amendment to a material provision thereof. Examples of material provisions include, but are not limited to those which provide for, govern or regulate: voting or percentage interests of the unit owners in the Condominium Project; assessments, assessment liens or subordination of such liens; the boundaries of any unit or the exclusive easement appertaining thereto; or reserves for maintenance, repair and replacement of the common elements.

G. Remedies. If Borrower breaches Borrower's covenants and agreements hereunder, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the Security Instrument including, but not limited to, those provided under Uniform Covenant 7.

IN WITNESS WHEREOF, Borrower has executed this Condominium Rider.


Joseph Rogers

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THE **DIME** REAL ESTATE SERVICES
MASSACHUSETTS, INC.

ASSIGNMENT OF MORTGAGE

610374

KNOW ALL MEN BY THESE PRESENTS,

THAT THE DIME REAL ESTATE SERVICES-- MASSACHUSETTS, INC., a corporation organized and existing under the laws of the State of New York, having its principal office and place of business at 144 Merrimack Street, Lowell, Massachusetts 01852 (Assignor) in consideration of the sum of One (\$1.00) Dollar lawful money of the United States, to it in hand paid by THE DIME SAVINGS BANK OF NEW YORK FSB, a Corporation organized under the laws of the United States of America and having its principal office and place of business at 9 DeKalb Avenue, Brooklyn, New York ("Assignee") at or before the ensembling and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, assigned, transferred, and set over, and by these presents does grant, bargain, sell, assign, transfer, and set over unto the said Assignee a certain indenture of Mortgage, made and executed by

Joseph Rogers

in favor of THE DIME REAL ESTATE SERVICES-MASSACHUSETTS, INC bearing date the 5th day of May, in the year nineteen hundred and eighty seven and recorded with Suffolk County Registry of Deeds to which reference may be had for a more particular description of said mortgage and of the land therein described, together with the debt, note, and obligation therein described, and the money due or to become due thereon with the interest

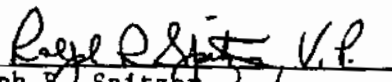
TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns forever, subject only to the proviso in said Indenture of Mortgage mentioned; And Assignor does hereby make, constitute, and appoint the said Assignee, its true and lawful attorney, irrevocable in its name or otherwise, but at its proper cost and charges, to have use and take all lawful ways and means for the recovery of the said money and interest; and in case of payment, to discharge the same as fully as as it might or could do if these presents were not made.

IN WITNESS WHEREOF, the Assignor has duly executed this instrument this 5th day of May in the year of our Lord one thousand nine hundred and eighty seven

Signed and Delivered
in presence of

THE DIME REAL ESTATE SERVICES-
MASSACHUSETTS, INC.



By  V.P.
Ralph R. Spitzer
Its Vice President and Assistant Treasurer

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF Suffolk) ss

On this 5th day of May, 1927, before me personally appeared Ralph R. Spitzer, Vice President and Assistant Treasurer of The Dime Real Estate Services-MASSACHUSETTS, Inc. a New York corporation, Signer and Sealer of the foregoing Instrument, and acknowledged the same to be the free act and deed of said Corporation before me.

ADJUSTABLE RATE NOTE

610374

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT, WITH LIMITATIONS, AND ALLOWS FOR INCREASES IN THE PRINCIPAL AMOUNT TO BE REPAYED (Negative Amortization).

Loan No. 610374-1

May 5, 19 87, Boston, Massachusetts
[City] [State]
Unit 10, 511 Beacon Street, Boston, Massachusetts
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 90,400.00 plus any increased amounts added in accordance with Section 4(C) of this Note (the total amount is called "principal") plus interest, to the order of the Lender. The Lender is **The Dime Real Estate Services—Massachusetts, Inc.**, a New York corporation having its office at 144 Merrimack St., Lowell, Massachusetts 01852. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

(A) Interest Rate

I will be charged interest on the unpaid principal from the date of this Note until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.50 %. The interest rate I will pay may change.

(B) Interest Change Dates

The interest rate I will pay may change on the first day of December, 19 87, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Change Date." The new rate of interest will become effective on each Interest Change Date. The interest rate I will pay will change in accordance with Section 4 of this Note.

(C) The Index

Beginning with the first Interest Change Date, my interest rate will be based on an Index. The "Index" is: (Check only one box).

- ☒ 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.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first (1st) through sixth (6th) Interest Change Date (both inclusive) will not be greater than 9.50 %. Thereafter, my interest rate will never be increased on any single Interest Change Date by more than N/A percentage points (N/A %). My interest rate will never be greater than 14.90 %. (A blank space or "N/A" means there is no limit on any increase in the interest rate I must pay).

3. PAYMENTS

(A) Time and Place of Payments

Except when this Note is dated the first day of a month, I will make a payment of interest only from the date hereof to the first day of the following month.

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 July 1, 19 87. 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 June 1, 2017, 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.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 632.09. This amount may change.

(C) Payment Change Dates

My monthly payment may change in accordance with Section 4 of this Note beginning on the first day of July 1, 19 87, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment will also change at any time Section 4(B) or 4(D) below requires me to change the Full Payment Amount.

I will pay the amount of my new monthly payment each month beginning on each Payment Change Date or as provided in Section 4(B) or 4(D) below.

(D) Limits on Monthly Payment Changes

Each increase or decrease in my monthly payment will be limited to an amount equal to 7.50 % of my monthly payment due the month preceding the Payment Change Date unless Section 4(B) or 4(D) below requires me to pay a different amount.

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4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Calculation of Changes

On each Interest Change Date which is not followed by a Payment Change Date, the Note Holder will calculate my new interest rate by adding 3.25 percentage points (3.25 %) to the most recent Index figure that was made available as of that Interest Change Date (Index + percentage points) and then round the result of this addition to the nearest one eighth of one percentage point (0.125%). Subject to the limits, if any, stated in Section 2(D) above, the rounded amount will be my new interest rate until the next Interest Change Date.

For each Interest Change Date preceding a Payment Change Date or a change in the monthly payment required by Section 4(B) or 4(D) below, the most recent Index figure that was made available as of the date 45 days before that Interest Change Date will be used to calculate my new interest rate as described above.

As of each Interest Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid principal in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation is called the "Full Payment Amount."

(B) Required Full Payment Amount

On the fifth (5th) Payment Change Date and on each succeeding fifth (5th) Payment Change Date thereafter, I will begin paying the Full Payment Amount as my monthly payment until my monthly payment changes again. I will also begin paying the Full Payment Amount as my monthly payment on the final Payment Change Date and on the first day of each month thereafter to the maturity date, and as provided in Section 4(D) below.

(C) Additions to My Unpaid Principal (Negative Amortization)

The amount of my monthly payment could be less than the amount of the interest portion of the Full Payment Amount after each Interest Change Date. If so, each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid principal. The Note Holder will also add interest on the amount of this difference to my unpaid principal each month. The interest rate on the interest added to principal will be the rate required by Section 4(A) above.

(D) Limit On My Unpaid Principal; Increased Monthly Payments

My unpaid principal can never exceed a maximum amount equal to one hundred ten percent (110%) of the principal amount I originally borrowed. If the addition of unpaid interest to principal as provided in Section 4(C) above would cause my principal balance to exceed that maximum amount at any time, I must immediately begin paying the Full Payment Amount as my monthly payment amount.

(E) Notice of Changes

The Note Holder will mail or deliver to me a notice of a change in the amount of my monthly payment before the effective date of each such payment 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.

5. BORROWER'S RIGHT TO PREPAY

(a) I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

(b) I may make a full or partial prepayment, provided I have given the Note Holder thirty (30) days written notice of my intention to prepay and, in the case of a full prepayment, pay the amount(s) indicated in paragraph 5(c) as consideration for the loss of earnings to the Note Holder. If prepayment advice is given after notice of adjustment indicated in Paragraph 4, penalty shall not apply for ninety (90) days after date of notice of adjustment. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates of my monthly payments unless the Note Holder agrees in writing to those delays. My partial prepayment will reduce the amount of my monthly payments only after the first scheduled change in the amount of my monthly payments following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

(c) If I make a full prepayment in the first year of my loan, I will pay a penalty equal to the balance of the first year's interest or three months' interest, whichever is less. If I make a full prepayment in the first three years of my loan for the purpose of refinancing my loan with another lender, I will pay an additional penalty equal to the three months' interest.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payment

If the Note Holder has not received the full amount of any of my monthly payments by the end of fifteen (15) calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 3.00 % of my total overdue payment of principal, interest and tax and insurance escrow. I will pay this late charge only once on any late payment.

(B) Default

If I do not pay the full amount of each monthly payment within 30 days after it is due, I will be in default. If I am in default, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. If the Note Holder requires me to pay immediately in full, I will pay interest on the unpaid principal at the yearly rate of twenty-four percent after default.

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(C) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all its costs and expenses to enforce this Note to the extent not prohibited by applicable law. Those expenses may include, for example, reasonable attorney's fees.

7. GIVING OF NOTICE

Any notice that must be given to me under this Note will be given by delivering it or by mailing it addressed to me at the Property Address stated above. A notice will be delivered or mailed to me at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it to the Note Holder under the address stated in Section 3(A) above. A notice will be mailed to the Note Holder at a different address if I am given a notice of this different address.

8. LOAN CHARGES

It could be that this loan 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 this loan would exceed permitted limits. If this is the case, 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 me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts under this Note.

11. THIS NOTE SECURED BY A MORTGAGE

In addition to the protection given to the Note Holder under this Note, a Mortgage, dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. The terms of that Mortgage are made a part of this Note.

12. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

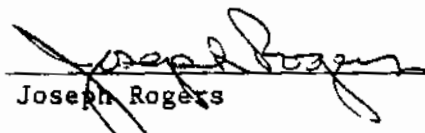
The Note Holder will not require immediate payment in full if all or any part of the Property, or if any right in the Property is sold, transferred or assigned without the Note Holder's prior written consent. Any provision contained in this Note or the Mortgage which gives the Note Holder that right, will not be effective.

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

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

Witnesses:




Joseph Rogers Borrower

Borrower

Borrower

Borrower

UNITED STATES BANKRUPTCY COURT
District of Massachusetts

In re:

Joseph Rogers

Case No. 89-13383-JNG

Debtor

PROOF OF CLAIM OF DIME SAVINGS
BANK OF NEW YORK, FSB

1. The undersigned, who has his usual place of business at Friedman & Atherton, 28 State Street, Boston, Massachusetts, is the agent of the Dime Savings Bank of New York, FSB, and is authorized to make this proof of claim on behalf of the claimant.
2. The debtor was, at the time of the filing of the petition initiating this case, and still is indebted to this claimant, in the sum of \$ 103,578.84 plus additional interest and charges allowed under the note and mortgage referred to in Paragraph 4.
3. The consideration for this debt is as follows: A mortgage loan to debtor on 7-17-87. This claim consists of \$ 87,895.78 in principal amount and \$ 15,683.06 in additional charges as set forth on the attached schedule.
4. A duplicate of the note and mortgage on which this claim is founded is attached hereto.
5. No judgment has been rendered on the claim.
6. The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.
7. This claim is not subject to any setoff or counter-claim.
8. The undersigned claims the security interest under the mortgage referred to in paragraph 4 hereof. Evidence of perfection of such security interest is also attached.
9. This claim is a general unsecured claim, except to the extent that the security interest, if any, described in paragraph 8 is sufficient to satisfy the claim.

Dime Savings Bank of New York, FSB

By: Thomas C. Bailey, Esquire

Signature: Thomas C. Bailey

Date: October 17, 1990

Penalty for Presenting Fraudulent Claim. Fine of not more than \$5,000.00 or imprisonment for not more than 5 years or both - Title 18, U.S.C., 152

*****THE DIME SAVINGS BANK OF NEW YORK*****
E A B Plaza, Uniondale, N.Y. 11556-0122
(516) 745-2100
Prepared by The Asset Recovery Division
(516) 745-2829

FINAL STATEMENT

TO: C. AIKENS - T.C. BAILEY MTGE NO. 614482-8
ATTORNEY: FRIEDMAN, ATHERTON
By Telefax DATE: 7/24/90

PREMISES: 511 Beacon Street, Unit #12, Boston, Massachusetts 02112
OWNER: Rogers, Joseph

All figures are given upon the condition that they will not be considered as an estoppel against the bank. Figures void after 30 days from date of statement.

PRINCIPAL BALANCE	\$87,895.78
INTEREST from 5/1/88 to 11/3/89	\$13,778.88
LATE CHARGES DUE	\$ 202.40
INSURING AND MAILING PAPERS	\$ 10.00
ESCROW ADVANCE BALANCE (advanced by bank)	\$ 1,479.84
INTEREST ON ADVANCED ESCROW	\$ 211.94
Less: Deposit for Taxes (credit)	\$ 0
Less: Unapplied Balance (credit)	\$ 0
AMOUNT DUE:	\$103,578.84

PER DIEM: 26.79

ADDITIONAL EXPENSES: Payable to THE ASSET RECOVERY DIVISION
(CERTIFIED FUNDS) in the amount of \$880.00

DISBURSEMENT(S): 4-18-90 City Tax \$406.02

Unless The Bank receives a written notice not to make tax payments or insurance premium payments (hazard of mortgage) as required under the terms of the Note and Mortgage and a written undertaking by you to pay the penalties for non-payment and damages arising from such nonpayment, the Bank will continue to make these payments when due. No telephone directions will be accepted.

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THE DIME REAL ESTATE SERVICES

13553 349 MASSACHUSETTS, INC.

Box 26

105

ASSIGNMENT OF MORTGAGE

SUFFOLK COUNTY, REG'D ENTE. & EXAM. ATT'Y

May 5 4 05 PM '87

KNOW ALL MEN BY THESE PRESENTS,

Paul J. Rogers
 THAT THE DIME REAL ESTATE SERVICES-- MASSACHUSETTS, INC., a corporation organized and existing under the laws of the State of New York, having its principal office and place of business at 144 Merrimack Street, Lowell, Massachusetts 01852 (Assignor) in consideration of the sum of One (\$1.00) Dollar lawful money of the United States, to it in hand paid by THE DIME SAVINGS BANK OF NEW YORK FSB, a Corporation organized under the laws of the United States of America and having its principal office and place of business at 9 DeKalb Avenue, Brooklyn, New York ("Assignee") at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, assigned, transferred, and set over, and by these presents does grant, bargain, sell, assign, transfer, and set over unto the said Assignee a certain indenture of Mortgage, made and executed by

Joseph Rogers

in favor of THE DIME REAL

ESTATE SERVICES--MASSACHUSETTS, INC bearing date the

5th day of May, in the year nineteen hundred and

eighty seven

and recorded with Suffolk County Registry of Deeds to which reference may be had for a

more particular description of said mortgage and of the land therein described, together with the debt, note, and obligation therein described, and the money due or to become due thereon with the interest

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns forever, subject only to the proviso in said Indenture of Mortgage mentioned. And Assignor does hereby make, constitute, and appoint the said Assignee, its true and lawful attorney, irrevocable in its name or otherwise, but at its proper cost and charges, to have use and take all lawful ways and means for the recovery of the said money and interest; and in case of payment, to discharge the same as fully as it might or could do if these presents were not made.

IN WITNESS WHEREOF, the Assignor has duly executed this instrument this 5th day of May in the year of our Lord one thousand nine hundred and eighty seven

Signed and Delivered
 in presence of

THE DIME REAL ESTATE SERVICES--
 MASSACHUSETTS, INC.

Shirley A. Gersten

By *Ralph R. Spitzer, V.P.*
 Ralph R. Spitzer
 Its Vice President and Assistant Treasurer

COMMONWEALTH OF MASSACHUSETTS,
 COUNTY OF Suffolk ss

On this 5th day of May, 1987, before me personally appeared Ralph R. Spitzer, Vice President and Assistant Treasurer of The Dime Real Estate Services--MASSACHUSETTS, Inc. a New York corporation, Signer and Sealer of the foregoing instrument, and acknowledged the same to be the free act and deed of said Corporation before me.

Form 9678 MA

Shirley A. Gersten
 NOTARY PUBLIC
 My commission expires: SHIRLEY A. GERSTEN
 NOTARY PUBLIC
 My Commission Expires September 12, 1991

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15755 318 545

File No. 66-54

Loan No. 610374-1

ASSIGNMENT OF MORTGAGE

THE DIME SAVINGS BANK OF NEW YORK, FSB, a corporation organized under the laws of the United States of America and having its principal office and place of business at 9 DeKalb Avenue, Brooklyn, New York ("Assignor"), holder of a mortgage to THE DIME REAL ESTATE SERVICES - MASSACHUSETTS, INC., a New York corporation, qualified to do business in the Commonwealth of Massachusetts, and having its principal office and place of business at 138 River Road, Andover, MA 01810 (the "Mortgage"),

dated May 5, 1987

recorded with Suffolk County Registry of Deeds
Book 13653 Page 337

Land Court Doc. No. _____

hereby assigns the Mortgage, and the note and claim secured thereby to GARDEN MANAGEMENT CO., INC., a corporation organized under the laws of the State of New York and having its principal office and place of business at 1225 Franklin Avenue, Garden City, New York 11530.

WITNESS the Assignor's hand and seal this 6th day of
July, 19 89.

Signed and delivered
in the presence of:

[Signature]
AUG 10 1989

The Dime Savings Bank of
New York, FSB

By *[Signature]*
Lee H. Kozol, Its Attorney
In Fact, hereunto duly
authorized.

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

On this 6th day of July, 19 89, before me appeared Lee H. Kozol, to me personally known, who being by me duly sworn did say that he is the agent of The Dime Savings Bank of New York, FSB and that he executed the foregoing Assignment of Mortgage on behalf of said corporation by authority of its Board of Directors, pursuant to a Resolution duly entered in the records of the corporation and recorded in the Suffolk County Registry of Deeds in the Commonwealth of Massachusetts, Book 15658, Page 183, and said Lee H. Kozol acknowledged said Assignment of Mortgage to be the free act and deed of said corporation.

[Signature]
Notary Public

My commission expires: 4/20/95

**SUFFOLK COUNTY
REGISTRY OF DEEDS**

8/15/89

3:35pm

Le No. 66-54

Loan No. 610374-1

ASSIGNMENT OF MORTGAGE

THE DIME SAVINGS BANK OF NEW YORK, FSB, a corporation organized under the laws of the United States of America and having its principal office and place of business at 9 DeKalb Avenue, Brooklyn, New York ("Assignor"), holder of a mortgage to THE DIME REAL ESTATE SERVICES - MASSACHUSETTS, INC., a New York corporation, qualified to do business in the Commonwealth of Massachusetts, and having its principal office and place of business at 138 River Road, Andover, MA 01810 (the "Mortgage"),

dated May 5, 1987

recorded with Suffolk County Registry of Deeds
Book 13653 Page 337

Land Court Doc. No. _____

hereby assigns the Mortgage, and the note and claim secured thereby to GARDEN MANAGEMENT CO., INC., a corporation organized under the laws of the State of New York and having its principal office and place of business at 1225 Franklin Avenue, Garden City, New York 11530.

WITNESS the Assignor's hand and seal this 6th day of
July, 19 89.

Signed and delivered
in the presence of:

[Signature]

The Dime Savings Bank of
New York, FSB

By [Signature]
Lee H. Kozol, Its Attorney
In Fact, hereunto duly
authorized.

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

On this 6th day of July, 19 89, before me appeared Lee H. Kozol, to me personally known, who being by me duly sworn did say that he is the agent of The Dime Savings Bank of New York, FSB and that he executed the foregoing Assignment of Mortgage on behalf of said corporation by authority of its Board of Directors, pursuant to a Resolution duly entered in the records of the corporation and recorded in the Suffolk County Registry of Deeds in the Commonwealth of Massachusetts, Book 15658, Page 183, and said Lee H. Kozol acknowledged said Assignment of Mortgage to be the free act and deed of said corporation.

[Signature]
Notary Public
My commission expires: 4/20/95

UNITED STATES BANKRUPTCY COURT
District of Massachusetts

In re:

Joseph Rogers

Case No. 89-13383-JNG

Debtor

PROOF OF CLAIM OF DIME SAVINGS
BANK OF NEW YORK, FSB

1. The undersigned, who has his usual place of business at Friedman & Atherton, 28 State Street, Boston, Massachusetts, is the agent of the Dime Savings Bank of New York, FSB, and is authorized to make this proof of claim on behalf of the claimant.
2. The debtor was, at the time of the filing of the petition initiating this case, and still is indebted to this claimant, in the sum of \$ 104,341.50 plus additional interest and charges allowed under the note and mortgage referred to in Paragraph 4.
3. The consideration for this debt is as follows: A mortgage loan to debtor on 5-5-87. This claim consists of \$ 90,449.57 in principal amount and \$ 13,841.93 in additional charges as set forth on the attached schedule.
4. A duplicate of the note and mortgage on which this claim is founded is attached hereto.
5. No judgment has been rendered on the claim.
6. The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.
7. This claim is not subject to any setoff or counter-claim.
8. The undersigned claims the security interest under the mortgage referred to in paragraph 4 hereof. Evidence of perfection of such security interest is also attached.
9. This claim is a general unsecured claim, except to the extent that the security interest, if any, described in paragraph 8 is sufficient to satisfy the claim.

Dime Savings Bank of New York, FSB

By: Thomas C. Bailey, Esquire

Signature: Thomas C Bailey

Date: October 17, 1990

Penalty for Presenting Fraudulent Claim. Fine of not more than \$5,000.00 or imprisonment for not more than 5 years or both - Title 18, U.S.C., 152

*****THE DIME SAVINGS BANK OF NEW YORK*****
E A B Plaza, Uniondale, N.Y. 11556-0122
(516) 745-2100
Prepared by The Asset Recovery Division
(516) 745-2829

FINAL STATEMENT

TO: C. AIKENS - T.C. BAILEY MTGE NO. 610374-1
ATTORNEY: FRIEDMAN, ATHERTON
By Telefax DATE: 7/24/90

PREMISES: 511 Beacon Street, Unit #10, Boston, Massachusetts 02115
OWNER: Rogers, Joseph

All figures are given upon the condition that they will not be considered as an estoppel against the bank. Figures void after 30 days from date of statement.

PRINCIPAL BALANCE	\$ 90,499.57
INTEREST from	\$ 12,998.16
LATE CHARGES DUE	\$ 241.72
INSURING AND MAILING PAPERS	\$ 10.00
ESCROW ADVANCE BALANCE (advanced by bank)	\$ 1,146.73
INTEREST ON ADVANCED ESCROW	\$ 153.80
Less: Deposit for Taxes (credit)	\$ 0
Less: Unapplied Balance (credit)	\$ (708.48)
AMOUNT DUE:	\$104,341.50

PER DIEM: \$28.20

ADDITIONAL EXPENSES: Payable to THE ASSET RECOVERY DIVISION
(CERTIFIED FUNDS) in the amount of \$855.08

DISBURSEMENT(S): 4/18/90 City Tax \$404.75

Unless The Bank receives a written notice not to make tax payments or insurance premium payments (hazard of mortgage) as required under the terms of the Note and Mortgage and a written undertaking by you to pay the penalties for non-payment and damages arising from such nonpayment, the Bank will continue to make these payments when due. No telephone directions will be accepted.

ADJUSTABLE RATE NOTE

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT, WITH LIMITATIONS, AND ALLOWS FOR INCREASES IN THE PRINCIPAL AMOUNT TO BE REPAYED (Negative Amortization).

Loan No. 610374-1

May 5 , 19 87 Boston , Massachusetts
[City] [State]

[City]

[State]

Unit 10, 511 Beacon Street, Boston, Massachusetts
[Property Address]

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 90,400.00 plus any increased amounts added in accordance with Section 4(C) of this Note (the total amount is called "principal") plus interest, to the order of the Lender. The Lender is **The Dime Real Estate Services—Massachusetts, Inc.**, a New York corporation having its office at 144 Merrimack St., Lowell, Massachusetts 01852. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

(A) Interest Rate

I will be charged interest on the unpaid principal from the date of this Note until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.50 %. The interest rate I will pay may change.

(B) Interest Change Dates

The interest rate I will pay may change on the first day of December, 19 87, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Change Date." The new rate of interest will become effective on each Interest Change Date. The interest rate I will pay will change in accordance with Section 4 of this Note.

(C) The Index

Beginning with the first Interest Change Date, my interest rate will be based on an Index. The "Index" is: *(Check only one box).*

[x] The monthly median cost of funds ratio (annualized) (percent) as made available by the Federal Home Loan Bank Board.

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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.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first (1st) through sixth (6th) Interest Change Date (both inclusive) will not be greater than 9.50 %. Thereafter, my interest rate will never be increased on any single Interest Change Date by more than N/A percentage points (N/A %). My interest rate will never be greater than 14.90 %. (A blank space or "N/A" means there is no limit on any increase in the interest rate I must pay).

3. PAYMENTS

(A) Time and Place of Payments

Except when this Note is dated the first day of a month, I will make a payment of interest only from the date hereof to the first day of the following month.

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 July 1, 19 87. 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 June 1, 2017, 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.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 632.09 . This amount may change.

(C) Payment Change Dates

(C) Payment Change Dates
My monthly payment may change in accordance with Section 4 of this Note beginning on the first day of July 1, 19 87, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment will also change at any time Section 4(B) or 4(D) below requires me to pay the Full Payment Amount.

I will pay the amount of my new monthly payment each month beginning on each Payment Change Date or as provided in Section 4(B) or 4(D) below.

(D) Limits on Monthly Payment Changes

Each increase or decrease in my monthly payment will be limited to an amount equal to 7.50 % of my monthly payment due the month preceding the Payment Change Date unless Section 4(B) or 4(D) below requires me to pay a different amount.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Calculation of Changes

On each Interest Change Date which is not followed by a Payment Change Date, the Note Holder will calculate my new interest rate by adding 3.25 percentage points (3.25 %) to the most recent Index figure that was made available as of that Interest Change Date (Index + percentage points) and then round the result of this addition to the nearest one eighth of one percentage point (0.125%). Subject to the limits, if any, stated in Section 2(D) above, the rounded amount will be my new interest rate until the next Interest Change Date.

For each Interest Change Date preceding a Payment Change Date or a change in the monthly payment required by Section 4(B) or 4(D) below, the most recent Index figure that was made available as of the date 45 days before that Interest Change Date will be used to calculate my new interest rate as described above.

As of each Interest Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid principal in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation is called the "Full Payment Amount."

(B) Required Full Payment Amount

On the fifth (5th) Payment Change Date and on each succeeding fifth (5th) Payment Change Date thereafter, I will begin paying the Full Payment Amount as my monthly payment until my monthly payment changes again. I will also begin paying the Full Payment Amount as my monthly payment on the final Payment Change Date and on the first day of each month thereafter to the maturity date, and as provided in Section 4(D) below.

(C) Additions to My Unpaid Principal (Negative Amortization)

The amount of my monthly payment could be less than the amount of the interest portion of the Full Payment Amount after each Interest Change Date. If so, each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid principal. The Note Holder will also add interest on the amount of this difference to my unpaid principal each month. The interest rate on the interest added to principal will be the rate required by Section 4(A) above.

(D) Limit On My Unpaid Principal; Increased Monthly Payments

My unpaid principal can never exceed a maximum amount equal to one hundred ten percent (110%) of the principal amount I originally borrowed. If the addition of unpaid interest to principal as provided in Section 4(C) above would cause my principal balance to exceed that maximum amount at any time, I must immediately begin paying the Full Payment Amount as my monthly payment amount.

(E) Notice of Changes

The Note Holder will mail or deliver to me a notice of a change in the amount of my monthly payment before the effective date of each such payment 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.

5. BORROWER'S RIGHT TO PREPAY

(a) I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

(b) I may make a full or partial prepayment, provided I have given the Note Holder thirty (30) days written notice of my intention to prepay and, in the case of a full prepayment, pay the amount(s) indicated in paragraph 5(c) as consideration for the loss of earnings to the Note Holder. If prepayment advice is given after notice of adjustment indicated in Paragraph 4, penalty shall not apply for ninety (90) days after date of notice of adjustment. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates of my monthly payments unless the Note Holder agrees in writing to those delays. My partial prepayment will reduce the amount of my monthly payments only after the first scheduled change in the amount of my monthly payments following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

(c) If I make a full prepayment in the first year of my loan, I will pay a penalty equal to the balance of the first year's interest or three months' interest, whichever is less. If I make a full prepayment in the first three years of my loan for the purpose of refinancing my loan with another lender, I will pay an additional penalty equal to the three months' interest.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payment

If the Note Holder has not received the full amount of any of my monthly payments by the end of fifteen (15) calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 3.00 % of my total overdue payment of principal, interest and tax and insurance escrow. I will pay this late charge only once on any late payment.

(B) Default

If I do not pay the full amount of each monthly payment within 30 days after it is due, I will be in default. If I am in default, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. If the Note Holder requires me to pay immediately in full, I will pay interest on the unpaid principal at the yearly rate of twenty-four percent after default.

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(C) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all its costs and expenses to enforce this Note to the extent not prohibited by applicable law. Those expenses may include, for example, reasonable attorney's fees.

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7. GIVING OF NOTICE

Any notice that must be given to me under this Note will be given by delivering it or by mailing it addressed to me at the Property Address stated above. A notice will be delivered or mailed to me at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it to the Note Holder under the address stated in Section 3(A) above. A notice will be mailed to the Note Holder at a different address if I am given a notice of this different address.

8. LOAN CHARGES

It could be that this loan 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 this loan would exceed permitted limits. If this is the case, 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 me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts under this Note.

11. THIS NOTE SECURED BY A MORTGAGE

In addition to the protection given to the Note Holder under this Note, a Mortgage, dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. The terms of that Mortgage are made a part of this Note.

12. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

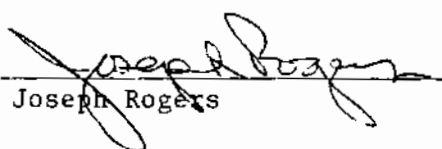
The Note Holder will not require immediate payment in full if all or any part of the Property, or if any right in the Property is sold, transferred or assigned without the Note Holder's prior written consent. Any provision contained in this Note or the Mortgage which gives the Note Holder that right, will not be effective.

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

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

Witnesses:




Joseph Rogers Borrower

Borrower

Borrower

Borrower

MORTGAGE

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61037-4-1

THIS MORTGAGE is made this 5th day of May, 1987, between the Mortgagor, Joseph Rogers (herein "Borrower"), and the Mortgagee, Dime Real Estate Services - Massachusetts, Inc. a corporation organized and existing under the laws of New York, whose address is 138 River Road, Andover, Massachusetts, 01810 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Ninety Thousand Four Hundred and no/100 (\$90,400.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 5, 1987 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2017;

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Suffolk, State of Massachusetts:

See Exhibit A attached hereto and made a part hereof.

RECORDED
JUN 6 4 05 PM '87
DEPT. OF REVENUE & TAXATION

Loan # 610374-1

which has the address of Unit 10, 511 Beacon Street, Boston, Massachusetts 02115 (herein "Property Address");
[Street] [City]
[State and 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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

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 installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, 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 at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise 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 Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, 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 Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds 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 such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

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

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors, Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained, the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect the other provisions of this Mortgage and the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage 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 breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and Lender may invoke the STATUTORY POWER OF SALE and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the STATUTORY POWER OF SALE, Lender shall mail a copy of a notice of sale to Borrower, and to any other person required by applicable law, in the manner provided by applicable law. Lender shall publish the notice of

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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 foreclose 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, easements, 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 of 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

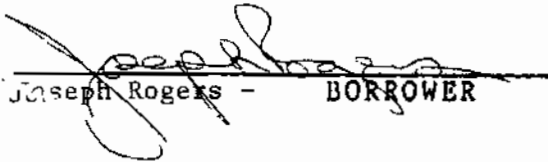
If I receive notices from you or any governmental body that the Property, or my use, occupation or maintenance of that Property, violates any law or governmental regulations, then I agree to correct such violation within ninety (90) days.

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.


 Joseph Rogers - BORROWER

 BORROWER

ADJUSTABLE RATE RIDER TO THE MORTGAGE

THE NOTE CONTAINS PROVISIONS FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT AND ALLOWS FOR INCREASES IN THE PRINCIPAL AMOUNT TO BE REPAYED (Negative Amortization).

This Rider is dated May 5, 19 87 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

Unit 10, 511 Beacon Street, Boston, Massachusetts
(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:

2. INTEREST

(A) Interest Rate

I will be charged interest on the unpaid principal from the date of this Note until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.50 %. The interest rate I will pay may change.

(B) Interest Change Dates

The interest rate I will pay may change on the first day of December, 19 87, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Change Date." The new rate of interest will become effective on each Interest Change Date. The interest rate I will pay will change in accordance with Section 4 of this Note.

(C) The Index

beginning with the first Interest Change Date, my interest rate will be based on an Index. The "Index" is: (Check only one box).

- ☒ 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.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Interest Change Date will not be greater than 9.50 %. Thereafter, my interest rate will never be increased on any single Interest Change Date by more than N/A percentage points (N/A %). My interest rate will never be greater than 14.90 %. (A blank space or "N/A" means there is no limit on any increase in the interest rate I must pay).

3. PAYMENTS

(A) Time and Place of Payments

Except when this Note is dated the first day of a month, I will make a payment of interest only from the date hereof to the first day of the following month.

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 July 1, 19 87. 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 June 1, 20 17, 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.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 632.09. This amount may change.

(C) Payment Change Dates

My monthly payment may change in accordance with Section 4 of this Note beginning on the first day of July 1, 19 87, and on that day every 60th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment will also change at any time Section 4(B) or 4(D) below requires me to pay the Full Payment Amount.

I will pay the amount of my new monthly payment each month beginning on each Payment Change Date or as provided in Section 4(B) or 4(D) below.

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4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

136-3 347

(A) Calculation of Changes

On each Interest Change Date which is not followed by a Payment Change Date, the Note Holder will calculate my new interest rate by adding 3.25 percentage points (3.25 %) to the most recent Index figure that was made available as of that Interest Change Date (Index + percentage points) and then round the result of this addition to the nearest one-eighth of one percentage point (0.125 %). Subject to the limits, if any, stated in Section 2(D) above, the rounded amount will be my new interest rate until the next Interest Change Date.

For each Interest Change Date preceding a Payment Change Date or a change in the monthly payment required by Section 4(B) or 4(D) below, the most recent Index figure that was made available as of the date 45 days before that Interest Change Date will be used to calculate my new interest rate as described above.

As of each Interest Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid principal in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation is called the "Full Payment Amount."

(B) Required Full Payment Amount

On the first Payment Change Date and on each succeeding Payment Change Date thereafter, I will begin paying the Full Payment Amount as my monthly payment until my monthly payment changes again. I will also begin paying the Full Payment Amount as my monthly payment on the final Payment Change Date and on the first day of each month thereafter to the maturity date, and as provided in Section 4(D) below.

(C) Additions to My Unpaid Principal (Negative Amortization)

The amount of my monthly payment could be less than the amount of the interest portion of the Full Payment Amount after each Interest Change Date. If so, each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid principal. The Note Holder will also add interest on the amount of this difference to my unpaid principal each month. The interest rate on the interest added to principal will be the rate required by Section 4(A) above.

(D) Limit On My Unpaid Principal; Increased Monthly Payments

My unpaid principal can never exceed a maximum amount equal to one hundred ten percent (110 %) of the principal amount I originally borrowed. If the addition of unpaid interest to principal as provided in Section 4(C) above would cause my principal balance to exceed that maximum amount at any time, I must immediately begin paying the Full Payment Amount as my monthly payment amount.

(E) Notice of Changes

The Note Holder will mail or deliver to me a notice of a change in the amount of my monthly payment before the effective date of each such payment 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.

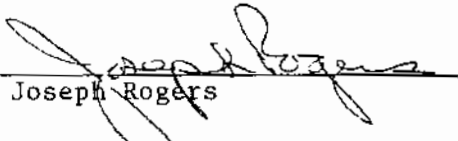
II. SALE OR TRANSFER OF PROPERTY

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.


Joseph Rogers Borrower

Borrower

Borrower

Borrower



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CONDOMINIUM RIDER

13053 348

THIS CONDOMINIUM RIDER is made this 5th day of May, 1987, and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or Deed to Secure Debt (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to Dime Real Estate Services, Inc., Massachusetts, Inc. (herein "Lender") and covering the Property described in the Security Instrument and located at: Unit 10, 511 Beacon Street, Boston, Massachusetts (Property Address)

The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as 511 Beacon Street Condominium (Name of Condominium Project) (herein "Condominium Project"). If the Owners Association or other governing body of the Condominium Project (herein "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property shall also be comprised of Borrower's interest in the Owners Association and the proceeds of such interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Assessments. Borrower shall promptly pay, when due, all assessments imposed by the Owners Association pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent documents of the Condominium Project.

B. Hazard Insurance. So long as the Owners Association maintains a "master" or "blanket" policy, which is satisfactory in form to Lender, with a generally accepted insurance carrier on the Condominium Project and which provides insurance coverage in such amounts, for such periods, and against such hazards as Lender may require, including fire and hazards included within the term "extended coverage", then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in such required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument in the manner provided under Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the declaration, by-laws or code of regulations of the Owners Association, or equivalent constituent documents of the Condominium Project (herein "Constituent Documents") which is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Condominium Project by the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Notice to Lender. In addition to notices required to be given Lender by the terms of the Security Instrument, Borrower shall promptly give notice to Lender of any material amendment to any provision of the Constituent Documents and also of any amendment to a material provision thereof. Examples of material provisions include, but are not limited to, those which provide for, govern or regulate: voting or percentage interests of the unit owners in the Condominium Project; assessments, assessment liens or subordination of such liens; the boundaries of any unit or the exclusive easement rights appertaining thereto; or reserves for maintenance, repair and replacement of the common elements.

G. Remedies. If Borrower breaches Borrower's covenants and agreements hereunder, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the Security Instrument, including, but not limited to, those provided under Uniform Covenant 7.

IN WITNESS WHEREOF, Borrower has executed this Condominium Rider.

Joseph Rogers

Borrower

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

-against-

ASTRA USA, INC.,

Defendant.

U.S. DISTRICT COURT
DISTRICT OF MASSACHUSETTS

FEB 5 10 22 AM '98

FILED
DOCKET

CIVIL ACTION NO.

98-40014

COMPLAINT

JURY TRIAL DEMANDED

NATURE OF THE ACTION

This is an action under Title VII of the Civil Rights Act of 1964 ("Title VII"), and Title I of the Civil Rights Act of 1991 ("1991 CRA") to correct unlawful employment practices on the basis of sex, female and retaliation and to make whole Lelia Henry, Yvonne Stokes, Tracy Knitter, and other similarly situated female sales representatives and managers, male and female, affected by the unlawful employment practices of sexual harassment and retaliation by the Defendant.

On numerous occasions since at least January 1, 1993, while the above named women were employed by Astra USA, Inc., Lars Bildman, President, George Roadman, Vice President, Ed Aarons, Director of Institutional Business, William Reed, District Manager, Robert Packin, District Manager, and other Astra management officials and its agents and customers engaged in a continuous pattern and practice of sexual harassment of female sales representatives, including incidents of quid pro quo harassment and creating a hostile work environment. Although aware of the pervasive harassment, Defendant failed to take remedial action and

instead took actions to conceal the harassment and minimize its liability, including but not limited to discouraging complaints of sexual harassment, terminating individuals who complained of sexual harassment, requiring employees to sign statements stating that they had not witnessed sexual harassment and/or racial harassment, entering into settlement agreements with those who complained of sexual harassment which precluded those individuals from filing charges with the EEOC and/or providing information to the EEOC and requiring individuals to sign an arbitration agreement waiving their rights to the remedies provided under Title VII and the 1991 CRA, as a condition of employment or as a condition of future participation in the company's profit sharing plan. Because of the sexual harassment, retaliation and pressure to cover up the harassment, the conditions of employment became so intolerable that Tracy Knitter, and other similarly situated employees were forced to resign from their employment with Defendant. These facts are alleged with greater particularity in paragraphs 6 through 15 below.

JURISDICTION AND VENUE

1. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§ 451, 1331, 1337, 1343, and 1345. This action is authorized and instituted pursuant to Section 706(f)(1) and (3) and 707 of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§2000e-5(f)(1) and (3) and -6 ("Title VII"), and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981A.

2. The unlawful employment practices alleged are within the

jurisdiction of the United States District Court for the District of Massachusetts.

PARTIES

3. Plaintiff, Equal Employment Opportunity Commission ("the Commission"), is an agency of the United States of America charged with the administration, interpretation, and enforcement of Title VII, and is expressly authorized to bring this action by Section 706(f)(1), 42 U.S.C. §2000e-5(f)(1).

4. At all relevant times, Defendant has continuously been a New York corporation organized under the laws of New York, and doing business in Massachusetts, and has continuously had at least fifteen employees.

5. At all relevant times, Defendant has continuously been an employer engaged in an industry affecting commerce within the meaning of Section 701(b), (g), and (h) of Title VII, 42 U.S.C. §2000e-(b), (g), and (h).

STATEMENT OF CLAIMS

6. More than thirty days prior to the institution of this lawsuit, Lelia Henry, Yvonne Stokes, and Tracey Knitter filed charges with the Commission alleging violations of Title VII by Defendant. All conditions precedent to the institution of this lawsuit have been fulfilled.

7. Since at least January 1, 1993 and continuing, Defendant has engaged in unlawful employment practices in its Westborough Massachusetts training sessions and throughout the United States in violation of Sections 703(a) and 707 of Title VII, 42 U.S.C.

Section 2000e-2(a) and 6, by subjecting female sales representatives to a sexually hostile work environment and in some cases quid pro quo sexual harassment. The unlawful employment practices included but are not limited to the following:

a) encouraging and maintaining a sexually hostile work environment by allowing the highest management officials in the company to make comments of a sexually offensive nature, engage in unwanted touching and require female sales representatives to socialize with them as a term and condition of employment.

b) photographing female sales representative candidates during assessment sessions since at least 1993 and the making of hiring decisions by male management, based on the appearance of the candidate.

c) making clear to female sales representative during training sessions since at least 1993, that they were being rated on their social skills and that they must socialize with Astra USA management officials. The female sales representatives understood that their continued employment and future job assignments depended upon the socializing with the management officials. The socializing included being subjected to demands to attend private dinners and parties, unwanted touching, propositioning, grabbing, kissing and comments of a sexual nature. Female sales representatives who acquiesced to these demands received more favorable treatment by the company than those who refused the demands.

d) maintaining a sexually hostile work environment during national sales meeting, held several times a year, by requiring

female sales representatives to socialize with management officials. The socialization included being subjected to demands to attend dinners and private parties, unwanted touching, propositioning, grabbing, kissing and comments of a sexual nature. Female sales representatives who acquiesced to these demands received more favorable treatment by the company than those who refused the demands.

e) subjecting female sales representatives to "Beach Olympics" at some of the national sales meetings where female sales representatives were encouraged to wear bikini bathing suits.

f) allowing female sales representatives to be subjected to offensive sexual conduct by sales management officials. The offensive conduct included unwanted touching and comments of a sexual nature.

g) allowing, and in some cases encouraging, female sales representatives to be subjected to offensive sexual conduct by customers and contractors of the Defendant.

h) pressuring female sales representatives into signing letters stating that they had never witnessed sexual harassment and/or that women had equal opportunities at Astra USA in an effort to cover up the sexually hostile work environment.

8. The above described conduct created a hostile work environment and the working conditions became so intolerable that some of the female sales representatives were forced to resign.

9. Astra management officials, including but not limited to Lars Bildman and George Roadman, used their authority and positions

in the company to engage in the sexual harassment as described above.

10. The Defendant knew or should have known of the sexual harassment and failed to take prompt remedial action to remedy the hostile environment and prevent future sexual harassment by Astra management officials. The Defendant entered into settlement agreements with females who complained of the sexual harassment which prohibited them from filing charges with the EEOC or participating in any investigation by the EEOC or participating as witnesses in any future litigation thus perpetuating the sexually hostile work environment.

11. Beginning in August 1994, Defendant demanded that employees sign binding arbitration agreements by making any future profit sharing proceeds contingent on signing the arbitration agreement. New employees were required to sign an arbitration agreement as a condition of employment. The arbitration agreement violates Section 703(a) and 707 of Title VII, 42 U.S.C. Section 2000e-2(a) and 6 because it requires the employees to waive substantive statutory rights under Title VII including the right to compensatory and punitive damages as set forth in the Civil Rights Act of 1991, in an attempt to evade the purposes of Title VII.

12. The Defendant retaliated against employees who complained of and/or refused to cover up the sexual harassment.

13. The effect of the practices complained of above has been to deprive Lelia Henry, Yvonne Stokes, Tracey Knitter, and other similarly situated employees of equal employment opportunities, and

rights under Title VII and the Civil Rights Act of 1991 including the right to compensatory and punitive damages.

I. Grant such further relief as the Court deems necessary and proper.

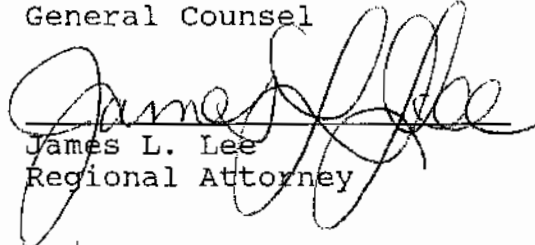
J. Award the Commission its costs in this action.

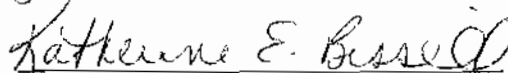
JURY TRIAL DEMAND

The Commission requests a jury trial on all questions of fact raised by its complaint.

Respectfully submitted,

C. Gregory Stewart
General Counsel


James L. Lee
Regional Attorney


Katherine E. Bissell
Senior Trial Attorney

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

New York District Office
7 World Trade Center, 18th Floor
New York NY 10048
(212) 748-8512

otherwise adversely affect their status as employees because of their sex and/or retaliation

14. The unlawful employment practices complained of in paragraphs 7 through 13 above were and are intentional.

15. The unlawful employment practices complained of above were done with malice and/or reckless indifference to the federally protected rights of Lelia Henry, Yvonne Stokes, Tracey Knitter, and similarly situated individuals.

PRAYER FOR RELIEF

Wherefore, the Commission respectfully requests that this Court:

A. Grant a permanent injunction enjoining Defendant, its officers, successors, assigns and all persons in active concert or participation with it, from engaging in any employment practices which discriminate on the basis of sex.

B. Order Defendant to institute and carry out policies, practices and programs which provide equal employment opportunities for persons regardless of their sex and which eradicate the effects of the unlawful employment practices.

C. Order Defendant to make whole Yvonne Stokes, Tracey Knitter and other similarly situated female sales representatives who were adversely affected by the unlawful employment practices described above, by providing appropriate back pay with prejudgment interest, in amounts to be proved at trial, and other affirmative relief necessary to eradicate the effects of its unlawful employment practices.

D. Order Defendant to make whole Lelia Henry, Yvonne Stokes, Tracey Knitter, and other female sales representatives who were adversely affected by the unlawful employment practices described above by providing compensation for past and future pecuniary losses resulting from the unlawful employment practices described above including medical expenses, relocation expenses and job search expenses, in amounts to be determined at trial.

E. Order Defendant to make whole Lelia Henry, Yvonne Stokes, Tracey Knitter, and other female sales representatives who were adversely affected by the unlawful employment practices described above by providing compensation for non-pecuniary losses, including pain and suffering and humiliation in amounts to be determined at trial.

F. Order Defendant to pay punitive damages to Lelia Henry, Yvonne Stokes, Tracey Knitter, and other similarly situated female sales representatives because of its malicious and/or reckless conduct, in amounts to be determined at trial.

G. Grant a permanent injunction prohibiting the Defendant from entering into any settlement agreements for settlement of employment discrimination claims which prevent the claimant from filing a charge with the EEOC or prohibit full participation in an investigation by the EEOC.

H. Grant a permanent injunction voiding all arbitration agreements signed by employees since August 1994 and prohibiting the Defendant from requiring employees to enter into binding arbitration agreements which do not provide for all substantive

COPY

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 17, 1987.

The mortgagor is JOSEPH ROGERS,

("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 EIGHT THOUSAND AND 00/100

Dollars (U.S. \$ 88000.00

). 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

August 1, 2017

. 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

SUFFOLK

County, Massachusetts:

See Attached Exhibit "A"

Unit 12, 511 BEACON STREET,

which has the address of

BOSTON,

[Street]

[City]

Massachusetts

02112

("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 seised 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.

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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 a 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 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 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 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 judgement 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 attorney's 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

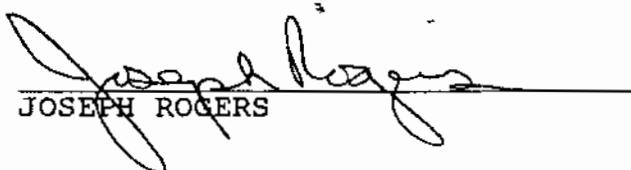
☐ 2-4 Family Rider

☐ Graduated Payment Rider

☐ Planned Unit Development Rider

☒ Other(s) [specify] Rider to Mortgage

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.


JOSEPH ROGERS

(Seal)

-Borrower

(Seal)

-Borrower

[Space Below This Line for Acknowledgement]

COMMONWEALTH OF MASSACHUSETTS,

NORFOLK

County ss:

On this 17th day of July, 1987
JOSEPH ROGERS

before me personally appeared

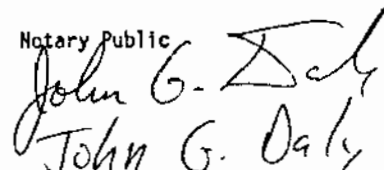
, and

acknowledged the foregoing to be his/her/their free act and deed.

My commission expires:

April 20, 1990

Notary Public


John G. Daly

(Space Below This Line Reserved For Lender and Recorder)

THE DIME REAL ESTATE SERVICES
MASSACHUSETTS, INC.

614482

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 opinion, 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.

ADJUSTABLE RATE RIDER TO THE MORTGAGE

THE NOTE CONTAINS PROVISIONS FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT AND ALLOWS FOR INCREASES IN THE PRINCIPAL AMOUNT TO BE REPAYED (Negative Amortization).

This Rider is dated July 17, 19 87 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 511 BEACON STREET CONDOMINIUM, UNIT 12, 511 BEACON STREET, BOSTON, MA, 02112
(Property Address)

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

1. INTEREST RATE AND MONTHLY PAYMENT CHANGES

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

2. INTEREST

(A) Interest Rate

I will be charged interest on the unpaid principal from the date of this Note until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.000 %. The interest rate I will pay may change.

(B) Interest Change Dates

The interest rate I will pay may change on the first day of February, 19 88, and on that day every 12 month thereafter. Each date on which my interest rate could change is called an "Interest Change Date." The new rate of interest will become effective on each Interest Change Date. The interest rate I will pay will change in accordance with Section 4 of this Note.

(C) The Index

Beginning with the first Interest Change Date, my interest rate will be based on an Index. The "Index" is: (Check only one box).

- ☐ 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.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Interest Change Date will not be greater than 10.000 %. Thereafter, my interest rate will never be increased on any single Interest Change Date by more than 2.000 percentage points (2.000 %). My interest rate will never be greater than 13.875 %. (A blank space or "N/A" means there is no limit on any increase in the interest rate I must pay).

3. PAYMENTS

(A) Time and Place of Payments

Except when this Note is dated the first day of a month, I will make a payment of interest only from the date hereof to the first day of the following month.

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 September 1, 19 87. 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 August 1, 20 17, 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.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 645.71. This amount may change.

(C) Payment Change Dates

My monthly payment may change in accordance with Section 4 of this Note beginning on the first day of September, 19 88, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment will also change at any time Section 4(B) or 4(D) below requires me to pay the Full Payment Amount.

I will pay the amount of my new monthly payment each month beginning on each Payment Change Date or as provided in Section 4(B) or 4(D) below.

ADJUSTABLE RATE RIDER TO THE MORTGAGE

THE NOTE CONTAINS PROVISIONS FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT AND ALLOWS FOR INCREASES IN THE PRINCIPAL AMOUNT TO BE REPAID (Negative Amortization).

This Rider is dated July 17, 19 87 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 511 BEACON STREET CONDOMINIUM, UNIT 12, 511 BEACON STREET, BOSTON, MA, 02112
(Property Address)

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

1. INTEREST RATE AND MONTHLY PAYMENT CHANGES

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

2. INTEREST

(A) Interest Rate

I will be charged interest on the unpaid principal from the date of this Note until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.000 %. The interest rate I will pay may change.

(B) Interest Change Dates

The interest rate I will pay may change on the first day of February, 19 88, and on that day every 12 month thereafter. Each date on which my interest rate could change is called an "Interest Change Date." The new rate of interest will become effective on each Interest Change Date. The interest rate I will pay will change in accordance with Section 4 of this Note.

(C) The Index

Beginning with the first Interest Change Date, my interest rate will be based on an Index. The "Index" is: (Check only one box).

- ☒ 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.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Interest Change Date will not be greater than 10.000 %. Thereafter, my interest rate will never be increased on any single Interest Change Date by more than 2.000 percentage points (2.000 %). My interest rate will never be greater than 13.875 %. (A blank space or "N/A" means there is no limit on any increase in the interest rate I must pay).

3. PAYMENTS

(A) Time and Place of Payments

Except when this Note is dated the first day of a month, I will make a payment of interest only from the date hereof to the first day of the following month.

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 September 1, 19 87. 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 August 1, 20 17, 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.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 645.71. This amount may change.

(C) Payment Change Dates

My monthly payment may change in accordance with Section 4 of this Note beginning on the first day of September, 19 88, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment will also change at any time Section 4(B) or 4(D) below requires me to pay the Full Payment Amount.

I will pay the amount of my new monthly payment each month beginning on each Payment Change Date or as provided in Section 4(B) or 4(D) below.

TELEPHONE
617-227-5540

FRIEDMAN & ATHERTON
COUNSELLORS AT LAW
NINETEENTH FLOOR
28 STATE STREET
BOSTON, MA
02109

FILED
IN CLERK'S OFFICE
TELECOPIER
617-523-1559

OCT 10 11 31 AM '90

U.S. DISTRICT COURT
DISTRICT OF MASS.

October 17, 1990

United States Bankruptcy Court
Eastern District of Massachusetts
T.P. O'Neill Jr. Federal Building
10 Causeway Street
Boston, Massachusetts 02222-1074

Re: Rogers, Joseph
Chapter 7 Case No. 89-13383-JNG
Property Address: Unit #10, 511 Beacon Street
Boston, Massachusetts

Dear Clerk:

Enclosed please find Proof of Claim of Secured Creditor Dime Savings Bank of New York, FSB along with attached Schedule A and additional supporting documentation.

Kindly file same in the usual manner.

Thank you for your kind attention and anticipated cooperation in this matter.

Very truly yours,


Gerald A. DeGregorio
Bankruptcy Paralegal

GAD:mbs

Enclosures

cc: Joseph Rogers, Debtor
Jeffrey A. Kitaeff, Trustee
Richard Hackel, Esquire, Debtor's Counsel

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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 defense 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, easements, 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 of 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.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Calculation of Changes

On each Interest Change Date which is not followed by a Payment Change Date, the Note Holder will calculate my new interest rate by adding 3.00 percentage points (3.00 %) to the most recent Index figure that was made available as of that Interest Change Date (Index + percentage points) and then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits, if any, stated in Section 2(D) above, the rounded amount will be my new interest rate until the next Interest Change Date.

For each Interest Change Date preceding a Payment Change Date or a change in the monthly payment required by Section 4(B) or 4(D) below, the most recent Index figure that was made available as of the date 45 days before that Interest Change Date will be used to calculate my new interest rate as described above.

As of each Interest Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid principal in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation is called the "Full Payment Amount."

(B) Required Full Payment Amount

On the first Payment Change Date and on each succeeding Payment Change Date thereafter, I will begin paying the Full Payment Amount as my monthly payment until my monthly payment changes again. I will also begin paying the Full Payment Amount as my monthly payment on the final Payment Change Date and on the first day of each month thereafter to the maturity date, and as provided in Section 4(D) below.

(C) Additions to My Unpaid Principal (Negative Amortization)

The amount of my monthly payment could be less than the amount of the interest portion of the Full Payment Amount after each Interest Change Date. If so, each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid principal. The Note Holder will also add interest on the amount of this difference to my unpaid principal each month. The interest rate on the interest added to principal will be the rate required by Section 4(A) above.

(D) Limit On My Unpaid Principal; Increased Monthly Payments

My unpaid principal can never exceed a maximum amount equal to one hundred ten percent (110%) of the principal amount I originally borrowed. If the addition of unpaid interest to principal as provided in Section 4(C) above would cause my principal balance to exceed that maximum amount at any time, I must immediately begin paying the Full Payment Amount as my monthly payment amount.

(E) Notice of Changes

The Note Holder will mail or deliver to me a notice of a change in the amount of my monthly payment before the effective date of each such payment 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. SALE 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 G. Z...

Joseph Rogers
JOSEPH ROGERS Borrower

Borrower

Borrower

Borrower

367

614482

ADJUSTABLE RATE NOTE

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT, WITH LIMITATIONS, AND ALLOWS FOR INCREASES IN THE PRINCIPAL AMOUNT TO BE REPAYED (Negative Amortization).

Loan No. _____

July 17, 19 87

[City]

BRAINTREE, MA 02184

[State]

511 BEACON STREET CONDOMINIUM, UNIT 12, 511 BEACON STREET, BOSTON
MA 02112

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 88000.00 plus any increased amounts added in accordance with Section 4(C) of this Note (the total amount is called "principal") plus interest, to the order of the Lender. The Lender is **The Dime Real Estate Services—Massachusetts, Inc.**, a New York corporation having its office at 144 Merrimack St., Lowell, Massachusetts 01852. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

(A) Interest Rate

I will be charged interest on the unpaid principal from the date of this Note until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.000 %. The interest rate I will pay may change.

(B) Interest Change Dates

The interest rate I will pay may change on the first day of February, 19 88, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Change Date." The new rate of interest will become effective on each Interest Change Date. The interest rate I will pay will change in accordance with Section 4 of this Note.

(C) The Index

Beginning with the first Interest Change Date, my interest rate will be based on an Index. The "Index" is: (Check only one box).

- ☒ 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.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first (1st) through sixth (6th) Interest Change Date (both inclusive) will not be greater than 10.000 %. Thereafter, my interest rate will never be increased on any single Interest Change Date by more than 2.000 percentage points (2.000 %). My interest rate will never be greater than 13.875 %. (A blank space or "N/A" means there is no limit on any increase in the interest rate I must pay).

3. PAYMENTS

(A) Time and Place of Payments

Except when this Note is dated the first day of a month, I will make a payment of interest only from the date hereof to the first day of the following month.

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 September 1, 19 87. 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 August 1, 20 17, 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.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 645.71. This amount may change.

(C) Payment Change Dates

My monthly payment may change in accordance with Section 4 of this Note beginning on the first day of September, 19 88, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment will also change at any time Section 4(B) or 4(D) below requires me to pay the Full Payment Amount.

I will pay the amount of my new monthly payment each month beginning on each Payment Change Date or as provided in Section 4(B) or 4(D) below.

(D) Limits on Monthly Payment Changes

Each increase or decrease in my monthly payment will be limited to an amount equal to 7.500 % of my monthly payment due the month preceding the Payment Change Date unless Section 4(B) or 4(D) below requires me to pay a different amount.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Calculation of Changes

On each Interest Change Date which is not followed by a Payment Change Date, the Note Holder will calculate my new interest rate by adding 3.00 percentage points (3.00 %) to the most recent Index figure that was made available as of that Interest Change Date (Index + percentage points) and then round the result of this addition to the nearest one eighth of one percentage point (0.125%). Subject to the limits, if any, stated in Section 2(D) above, the rounded amount will be my new interest rate until the next Interest Change Date.

For each Interest Change Date preceding a Payment Change Date or a change in the monthly payment required by Section 4(B) or 4(D) below, the most recent Index figure that was made available as of the date 45 days before that Interest Change Date will be used to calculate my new interest rate as described above.

As of each Interest Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid principal in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation is called the "Full Payment Amount."

(B) Required Full Payment Amount

On the fifth (5th) Payment Change Date and on each succeeding fifth (5th) Payment Change Date thereafter, I will begin paying the Full Payment Amount as my monthly payment until my monthly payment changes again. I will also begin paying the Full Payment Amount as my monthly payment on the final Payment Change Date and on the first day of each month thereafter to the maturity date, and as provided in Section 4(D) below.

(C) Additions to My Unpaid Principal (Negative Amortization)

The amount of my monthly payment could be less than the amount of the interest portion of the Full Payment Amount after each Interest Change Date. If so, each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid principal. The Note Holder will also add interest on the amount of this difference to my unpaid principal each month. The interest rate on the interest added to principal will be the rate required by Section 4(A) above.

(D) Limit On My Unpaid Principal; Increased Monthly Payments

My unpaid principal can never exceed a maximum amount equal to one hundred ten percent (110%) of the principal amount I originally borrowed. If the addition of unpaid interest to principal as provided in Section 4(C) above would cause my principal balance to exceed that maximum amount at any time, I must immediately begin paying the Full Payment Amount as my monthly payment amount.

(E) Notice of Changes

The Note Holder will mail or deliver to me a notice of a change in the amount of my monthly payment before the effective date of each such payment 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.

5. BORROWER'S RIGHT TO PREPAY

(a) I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

(b) I may make a full or partial prepayment, provided I have given the Note Holder thirty (30) days written notice of my intention to prepay and, in the case of a full prepayment, pay the amount(s) indicated in paragraph 5(c) as consideration for the loss of earnings to the Note Holder. If prepayment advice is given after notice of adjustment indicated in Paragraph 4, penalty shall not apply for ninety (90) days after date of notice of adjustment. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates of my monthly payments unless the Note Holder agrees in writing to those delays. My partial prepayment will reduce the amount of my monthly payments only after the first scheduled change in the amount of my monthly payments following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

(c) If I make a full prepayment in the first year of my loan, I will pay a penalty equal to the balance of the first year's interest or three months' interest, whichever is less. If I make a full prepayment in the first three years of my loan for the purpose of refinancing my loan with another lender, I will pay an additional penalty equal to the three months' interest.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payment

If the Note Holder has not received the full amount of any of my monthly payments by the end of fifteen (15) calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 3.000 % of my total overdue payment of principal, interest and tax and insurance escrow. I will pay this late charge only once on any late payment.

(B) Default

If I do not pay the full amount of each monthly payment within 30 days after it is due, I will be in default. If I am in default, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. If the Note Holder requires me to pay immediately in full, I will pay interest on the unpaid principal at the yearly rate of twenty-four percent after default.

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(C) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all its costs and expenses to enforce this Note to the extent not prohibited by applicable law. Those expenses may include, for example, reasonable attorney's fees.

7. GIVING OF NOTICE

Any notice that must be given to me under this Note will be given by delivering it or by mailing it addressed to me at the Property Address stated above. A notice will be delivered or mailed to me at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it to the Note Holder under the address stated in Section 3(A) above. A notice will be mailed to the Note Holder at a different address if I am given a notice of this different address.

8. LOAN CHARGES

It could be that this loan 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 this loan would exceed permitted limits. If this is the case, 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 me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts under this Note.

11. THIS NOTE SECURED BY A MORTGAGE

In addition to the protection given to the Note Holder under this Note, a Mortgage, dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. The terms of that Mortgage are made a part of this Note.

12. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

The Note Holder will not require immediate payment in full if all or any part of the Property, or if any right in the Property is sold, transferred or assigned without the Note Holder's prior written consent. Any provision contained in this Note or the Mortgage which gives the Note Holder that right, will not be effective.

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

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

Witnesses:

John O. Kelly

Joseph Rogers

JOSEPH ROGERS

Borrower

Borrower

Borrower

Borrower

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Exhibit A

8919607
Rogers

BayBanks

**REAL Credit Note and Credit Agreement
Money Manager Credit Note and Credit Agreement**

This is the Note which governs the use of your Money Manager Credit or REAL Credit account (your "Credit Account") with us.
BayBank Boston, N.A.

Each of you the undersigned will be obligated by this Note and be responsible for paying all amounts due under it as soon as you sign below

1 Credit Agreement — This Note evidences your obligations for loans made to you by us with your Credit Account. You agree to repay to us the loans and the interest thereon and other charges as provided in this Note and in the Mortgage described below. The aggregate amount of loans to be made to you under this Note which may be outstanding at any one time is not to exceed \$ 16,000.00 (your "Credit Limit"). You agree to pay us any excess over that amount upon our request. Within your Credit Limit, and subject to the terms hereof, you may borrow, prepay and reborrow from the fourth business day after the date of this Note to the close of business on the tenth anniversary of the date hereof or the termination of our obligation to loan in accordance with this Note, whichever is earlier. As used in this Section, close of business shall mean 3:00 p.m. Boston E.S.T. or E.D.T., as the case may be.

2 Use of Loan Proceeds — You may use the loans from your Credit Account for any purpose, except that if we are a national bank you may not use the loans to refinance the purchase or construction of your home.

3 Method of Borrowing — Borrowings under this Note shall be made by one of the following means: (a) we will advance funds to your related Money Manager NOW Account whenever necessary to prevent any charge from overdrawing it, or if you request us to advance funds to you on a form or by presenting a card or other device as we permit; or (b) you may use a REAL Credit check or any other REAL Credit instrument we have approved.

4 Amount of Borrowing — If we have agreed to advance funds to a related Money Manager NOW Account, the amount of the advance may be in any amount up to your Credit Limit. Each Borrowing under this Note made by a REAL Credit check will be in an amount of \$500.00 or more, except when the amount remaining to be borrowed under your Credit Limit is less than \$500.00. In that case, you may borrow the amount remaining up to your Credit Limit.

5 Finance Charge — You agree to pay us a finance charge on the unpaid loans made by us to you which finance charge we compute by applying the initial daily periodic rate of .025342465 (or 9.25% ANNUAL PERCENTAGE RATE) subject to adjustment as set forth below, to the Average Daily Balance in your loan account. To get the Average Daily Balance, we first compute a balance for each day by taking the beginning principal balance of your loan account for that day, adding any new loans, and subtracting any principal payments or credits. Then we add all the daily balances for the billing cycle together and divide the total by the number of days in the billing cycle and the result is the Average Daily Balance. The billing cycle is a period we establish monthly in our written periodic statement to you of the amount due. Loans are subject to finance charges from the date they are posted to your loan account until the date they are paid in full.

6 Annual Percentage Rate Adjustment — The Annual Percentage Rate will be adjusted by us at the beginning of each billing cycle to be equal to a rate that is one and one-half (1.5) percent in excess of the rate published by BayBank Boston, N.A. (or any successor to that Bank) as its prime rate in effect as of the first day of that billing cycle. Any increase in the Annual Percentage Rate will result in an increase of the amount of the finance charge and the amount of the monthly payment. In no event shall the rate as so adjusted at any time exceed the maximum rate permitted by applicable law at the time of such adjustment.

7 Payment Promise — Until the tenth anniversary of the date of this Note or an earlier termination of your right to borrow under this Note, you agree to pay us a minimum payment by the due date shown on your periodic statement. The due date is 25 days after the closing date of your billing cycle. The minimum payment is an amount equal to the sum of the finance charges due and 2% of the new principal balance, or \$50 whichever is more. If the principal balance plus finance charges are less than \$50.00, the minimum payment is the sum of the principal balance plus finance charges.

After the tenth anniversary of this Note, and as long as the entire balance is not due, you agree to pay finance charges on the first day of each month thereafter and to repay the principal amount outstanding on the tenth anniversary of this Note over a period of sixty (60) months in consecutive monthly installments of 1/60th of the principal due on the tenth anniversary of this Note, which principal payments are also payable on the first day of each month. You agree to repay all indebtedness, in any event, by the fifteenth anniversary of this Note. The Annual Percentage Rate after the tenth anniversary of this Note shall continue to be adjustable as provided in Section 6 above.

8 Prepayments — You may prepay the loan, in whole or in part, at any time or from time to time, without penalty or premium. If you may pay more than the minimum payment, you will reduce your finance charge in the next billing cycle. However, you will still be required to make the full payment due in the next cycle.

9 Application of Payments — Each payment received by us will first be applied to any unpaid fees or expenses, then to any finance charges due, then will be applied to outstanding principal, and finally will be applied to finance charges accrued but not yet due.

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10. **Mortgage, Right of Set-off and Other Collateral** — Your obligations under this Note are secured by a mortgage (the "Mortgage") on the Property whose address is set forth below and any rents from the property. You also agree that unless we have allowed you to borrow under your account using a credit card, we may set-off against any other account of yours the amounts you owe us under your Credit account if it is in default. If we have allowed you to borrow under your account using a credit card, we waive our right of set-off. In any event, collateral securing other loans you have with us may also secure loans under this Note.

11. **Conditions of Each Loan** — Our obligation to make each loan under this Note is subject to the following conditions precedent:

- (a) We have no knowledge that your statements, representations and warranties contained in the application for this credit were not true when made and would not continue to be true if expressed at the date of each such loan.
- (b) We have no knowledge that an Event of Default (as defined below) has occurred and is continuing.
- (c) We have no knowledge of a material adverse change in your financial position, net worth or other financial condition from that set forth in the application and reports furnished pursuant thereto.
- (d) This Note shall have been executed by you and delivered to us and shall be in full force and effect.
- (e) The Mortgage shall have been recorded in the recording place appropriate for the recordation of mortgages relative to the Property.
- (f) All documents and legal matters incident to the transaction hereby contemplated shall be satisfactory to our counsel.

12. **Defaults** — The occurrence of any of the following events shall constitute a default under this Note (each herein called an Event of Default):

- (a) We shall discover that any representation or warranty made by you in this Note, or in the application or any certificate, report, financial statement or other instrument furnished in connection with this Note or any loan hereunder, shall prove to have been false or misleading in any material respect when made.
- (b) Nonpayment of any fees due and payable under this Note, or of principal or interest on the Note when due and payable, or non-payment of any other obligations, or failure to perform any other obligations under this Note, and such Default shall continue thirty (30) days after written notice of such Default is given to you by us.
- (c) Any Default in the performance or observance of the Mortgage and such Default shall continue for more than thirty (30) days after written notice thereof is given to you by us.
- (d) We shall discover that a liquidator, assignee, custodian, sequestrator, trustee or receiver shall have been appointed for all of or a substantial part of the property of any person who signed this Note in any involuntary proceeding under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect, for your reorganization, dissolution, liquidation or winding up and such decree or order of appointment shall not have been set aside or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within sixty (60) days, or that you, or any of you, shall have commenced a voluntary case or taken action approving the commencement of a voluntary case under any applicable bankruptcy or insolvency or other similar law now or hereafter in effect, or shall have consented to the entry of an order for relief in an involuntary case under any such law or to the appointment of a receiver, custodian, assignee, sequestrator, trustee or liquidator of all of your property or substantial part thereof or that have filed an answer admitting the material allegations in any such proceeding filed against you, or that any such proceeding filed against you shall have been approved and not vacated or stayed within thirty (30) days, or that you, or any of you, shall have made an assignment for the benefit of creditors, or shall have failed to pay debts generally as they become due, or shall have failed within thirty (30) days to bond or otherwise discharge any attachment, or to pay any judgment which is not stayed on appeal.

13. **Remedies** — Upon any Event of Default, we may exercise any or all of the foregoing remedies without notice: (a) declare our revolving credit commitment to be terminated, whereupon we shall no longer have any obligation to make the loans hereunder, and (b) declare any and all obligations, both past due and payable without presentment, demand, notice or protest, and (c) unless the borrowings hereunder have been made by payment of a note and there was a right of set-off against any accounts or other funds held by us, and/or to realize upon collateral securing such borrowings, to the extent that collateral secures loans hereunder.

14. **Waiver of Remedies** — Any right given pursuant to the foregoing paragraph upon any Event of Default as aforesaid, we shall have as to our assigned all the rights and remedies that are in equity under and conferred upon us by applicable law and under the Mortgage.

15. **Lender's Expenses** — You shall reimburse us for the out-of-pocket expenses, including reasonable attorneys' fees, incurred by us in connection with the preparation of this Agreement, and the making of the loans, as stated above, and any other expenses, including those in the preparation of the documents which will be filed of record with the county and the property, being protected and insured by title insurance.

16. **Termination** — Your right to borrow under this Note will be terminated automatically if the term of this Note, as set forth in the application, expires. If your right to borrow is terminated, you must still pay the amount you owe us — the terms of the Note will continue to apply to you until all amounts due, your checks, and any other debt instruments which we may hold, are paid.

17. Miscellaneous

(a) **Assignment** — The Note or endorsement of it may be assigned or assigned by operation of law to any person, and the assignment of it shall be binding on you. We reserve the right to assign or assign by operation of law the right to require satisfaction of the debt secured by the Note to any person, and we may, in our sole discretion, assign or assign by operation of law the right to require satisfaction of the debt secured by the Note to any person.

(b) **Continuation of Obligations** — Your obligations under this Note will continue to be binding on you, your heirs, assigns, and legal representatives, and all persons claiming through you, until all amounts due, your checks, and any other debt instruments which we may hold, are paid.

(c) **Notice** — Any notice required to be given under this Note will be deemed to have been duly given if sent by registered mail, return receipt requested, to your address in our records, and to you at all other addresses stated above.

(d) **Guarantee** — Any guarantor, surety or endorser of this Note is also obligated to pay the full amount owed and to defend the lender's claims under this Note. We may enforce our rights under this Note against each of you individually or against all of you together. This may include, but is not limited to, the right to require satisfaction of the debt secured by the Note.

(e) **No Delay** — Failure to exercise any of our rights under this Note will operate as a waiver of any person or persons claiming to be prejudiced by our failure to enforce any requirement of this Note.

(f) **Assignment** — The Note and your rights, privileges and obligations hereunder may not be assigned or assumed by anyone without our written consent which we may choose to withhold in our sole discretion. Any person who is permitted to take any actions and to take any actions under this Note will have all of your rights and must keep all of your promises made under this Note. Any person who is permitted to take any actions or obligations of a guarantor, surety or endorser of this Note is also obligated to keep all of your promises made under this Note. No guarantor, guarantor, surety or endorser will be released of your or its obligations under this Note without our prior written consent which we may choose to deny, and your obligations are binding on your heirs and legal representatives.

(g) Questions about this Note will be decided by Massachusetts and applicable federal law. If the Property is located in New Hampshire and, notwithstanding the foregoing, your rights are determined to be governed in part by New Hampshire law, you may recover attorneys' fees if you prevail in any court proceeding brought by us or you on this Note, if you are partially successful. The court may withhold part of our attorneys' fees. If any term of this Note conflicts with applicable law, that term will be deemed to be modified to comply with the law and the validity of this Note shall not be affected.

17 Other Charges — The following other charges may be imposed in connection with your account:

Title Examination fee	\$	---
Appraisal fee	\$	75.00
Filing	\$	---
(Other)	\$	---

Agreed to and executed as a sealed instrument
on April 7, 1987

Witness

Witness 21 Cumberland St., #4
Boston, MA

Address of Mortgaged Property

Borrower

Borrower

BAYBANK Boston, N.A.

By

**YOUR BILLING RIGHTS
KEEP THIS NOTICE FOR FUTURE USE**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case Of Errors Or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than sixty (60) days after we send you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings, checking or NOW account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights And Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address and
- (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

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Exhibit B

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS
EASTERN DIVISION

FILED
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U.S. BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS
EASTERN DIVISION

* * * * *
In re: *
JOSEPH ROGERS, *
Debtor *
* * * * *

CASE NO. 89-13383-JNG
CHAPTER 7

SECURED PROOF OF CLAIM OF BAYBANK BOSTON, N.A.

1. I, the undersigned, Teresa Betit, am an Assistant Vice President of BayBank Boston, N.A. (hereinafter referred to as "Claimant"), a national banking association having a usual place of business at 175 Federal Street, Boston, Massachusetts, and am authorized to make this Proof of Claim on behalf of the Claimant.

2. Joseph Rogers (hereinafter referred to as the "Debtor") was, at the time of the filing of the Petition initiating this case, and still is, indebted to the Claimant. The sum of the indebtedness of principal and accrued interest due the Claimant as of March 21, 1990 is \$14,769.16 plus interest thereafter accruing, costs (including attorneys' fees) and expenses.

3. This debt is established as follows: On April 7, 1987 the debtor executed and delivered to the Claimant a REAL Credit Note (the "Note") in the original principal amount of

\$16,000.00. A true and correct copy of the Note is annexed hereto and incorporated herein as Exhibit "A". In order to secure the prompt, punctual, and faithful payment and performance of the Debtor's obligations to the Bank, the Debtor ... granted the Bank a mortgage (the "Mortgage") dated April 7, 1987 covering the premises located at Unit 4, 21 Cumberland Street, Boston, MA, a true and correct copy of the Mortgage is annexed hereto and incorporated herein as Exhibit "B". The Claimant perfected its mortgage by recording the mortgage at the Suffolk County Registry of Deeds at Book 13600, Page 159.

4. The above-referenced obligation owed to Claimant by the Debtor is not founded upon an open account.

5. The total amount of any and all payments of the above-referenced obligation has been credited and deducted for the purpose of making this Proof of Claim.

6. The claim and the obligations upon which the within Proof of Claim are filed are not subject to any set off or counter-claim.

7. The aforementioned obligation of the Debtor is secured.

8. The filing of this claim is not to be construed as consent, implied or otherwise, to the exercise of jurisdiction by this Court over the Claimant, nor is a waiver of any right the Claimant has or may have against the Debtor

or against any Trustee appointed herein or against any other person.

BAYBANK BOSTON, N.A.

DATED:

April 20, 1990

Teresa Betit
Teresa Betit
Assistant Vice President

KJSP.76/ck

Mortgage dated as of **April 7** 19 **87**
from **Joseph Rogers and Phillip A. Mahoney** (the "Borrower" (s))
of **Unit 4, 21 Cumberland Street, Boston, Massachusetts**
to BayBank **Boston, N.A.** (the "Lender") having its
principal place of business at **175 Federal Street, Boston,**
Massachusetts

Article I: The Loan

1 Revolving Credit. The Lender has agreed to make loans to the Borrower in an aggregate principal amount at any one time outstanding not exceeding \$ **16,000.00** (the "Credit Limit"). The loans are evidenced by and repayable with interest in accordance with a duly authorized and executed note and credit agreement of the Borrower delivered to Lender as of the date hereof (the "Note"). The interest rate is a variable rate based upon the prime rate published by BayBank Boston, N.A. (or any successor to that bank).

2 Termination. The Borrower's right to borrow under the Note will terminate on the tenth anniversary of the date of its execution and may terminate earlier as set forth in the Note.

3 Defaults. The occurrence of any of the following events shall constitute a default under this Mortgage (each herein called an Event of Default):

(a) The Lender shall discover that any representation or warranty made by the Borrower in this Mortgage, or in the application or any certificate, report, financial statement or other instrument furnished in connection with this Mortgage or any loan hereunder, shall prove to have been false or misleading in any material respect when made.

(b) Nonpayment of any fees due and payable under this Mortgage, or of principal or interest on the Note when due and payable, or nonpayment of any other obligations, or failure to perform any other obligation under the Note, and such default shall continue thirty (30) days after written notice of such Default is given to the Borrower by the Lender.

(c) Any Default in the performance or observance of this Mortgage including without limitation breach of a covenant or agreement or a default under Article II hereof, and such Default shall continue for more than thirty (30) days after written notice thereof is given to the Borrower by the Lender.

(d) The Lender shall discover that a liquidator, assignee, custodian, sequestrator, trustee or receiver shall have been appointed for all or a substantial part of the property of any person constituting the Borrower in any involuntary proceeding or declaration of bankruptcy, insolvency or other similar law now or hereafter in effect, for its reorganization, dissolution, liquidation or winding up and such decree or order of a court of competent jurisdiction shall not have been discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within thirty (30) days, or that the Borrower, or any of them, shall have commenced a voluntary case or taken action approving the commencement of a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or shall have consented to the entry of an order for relief in an involuntary case under any such law or to the appointment of a receiver, custodian, assignee, sequestrator, trustee or liquidator of all the Borrower's property or substantial part thereof or shall have filed an answer admitting the material allegations in any such proceeding filed against the Borrower, or that any such proceeding filed against the Borrower shall have been approved and not stayed or stayed within thirty (30) days, or that the Borrower, or any of them, shall have made an assignment or other general transfer for the benefit of creditors, or shall have failed to pay debts generally as they become due, or shall have failed within thirty (30) days to bond or otherwise discharge any attachment, or to pay any judgment which is not stayed on appeal.

4 Remedies. Upon any Event of Default, the Lender will, at its election, exercise any or all of the foregoing remedies, and declare the revolving credit commitment to be terminated, whereupon it shall no longer have any obligation to make the loans hereunder, and to declare any and all indebtedness shall forthwith become due and payable without presentment, demand, notice or protest, and to enforce the foregoing and hereunder have been made by means of a credit card, promissory note or other instrument, or to realize upon collateral, or to realize upon collateral securing other loans to the Lender to the extent that collateral is available thereunder.

Whether or not the Lender exercises any right given pursuant to the foregoing paragraphs upon any Event of Default as aforesaid, the Lender shall have as to the property which is security for the Note all the rights and remedies that are in equity under and conferred upon the Lender by all applicable law and under this Mortgage as hereinafter set forth.

5 Notices. Any notices and other communications required or provided to the Borrower under the Mortgage or under the Note shall be deemed to have been sufficiently given or served for all purposes when sent by United States mail to the Borrower at the address as set forth above or as set forth in the mortgage records of the Lender and if to the Lender at its principal office as set forth above.

6 Exercise of Rights. No failure to exercise, and no delay in exercising, on the part of the lender, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

7 Joint and Several Obligation. If there is more than one Borrower, then joint obligation of the Borrowers hereunder and under the Note shall be joint and several and all references to the Borrower shall include each of them.

8 Assignment. This Mortgage may not be assigned by Borrower without Lender's prior written consent. All obligations hereunder are binding upon the Borrower and the Borrower's heirs and legal representatives.

Article II: The Mortgage

To secure to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all of the sums with interest thereon advanced in accordance herewith to protect the security of the Mortgage and the performance of the covenants and agreements of Borrower contained herein and in the Note, for consideration paid, Borrower does hereby mortgage, grant and convey to Lender, with Mortgage Covenants and with power of sale, the following described property located in the

County of **Suffolk** Commonwealth of **Massachusetts**

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Unit 4, the address of which is 21 Cumberland Street, Boston, Suffolk County, Massachusetts, a unit of the Condominium known as 21 Cumberland Street Condominium, located at 21 Cumberland Street, Boston, Suffolk County, Massachusetts established pursuant to Massachusetts General Laws, Chapter 183A, by Master Deed dated October 23, 1984, and recorded with Suffolk Registry of Deeds, at Book 11221, Page 177, as amended of record. The Condominium is comprised of the buildings, improvements, and structures thereon shown on the site plan filed with said Master Deed. The Unit is shown on the floor plans of the building recorded simultaneously with said Master Deed and on the copy of the portion of said plans attached to the Unit Deed recorded at Book 12135, Page 316.

Said Unit is conveyed together with an undivided 22.20 percent interest in the common areas and facilities as described in the Master Deed.

Together with any parking space conveyed to the Mortgagor(s) in the Unit Deed or hereafter acquired and any or all storage areas which the Mortgagor(s) now or hereafter acquires the exclusive right to use.

For title see deed recorded with the Suffolk Registry of Deeds in Book 12135, Page 316.

which has the address of Unit 4, 21 Cumberland Street Boston
(State and Zip Code) (herein "Property Address")
Massachusetts

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, water rights, and water stock, and all fixtures now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property, and all of the foregoing together with said property for the leasehold estate if this Mortgage is on a leasehold are herein referred to as the "Property." The Borrower hereby waives any and all rights of homestead in the Property.

BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS

1 **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any other advances secured by this Mortgage.

2 **Fund for Taxes and Insurance.** Subject to applicable law or upon written request by the Lender, and only in the event that Borrower is not depositing in escrow amounts on account of taxes and assessments on the Property with the order of a mortgagee the lien of which is superior hereto, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note until the Note is paid in full, a sum therein "Funds" equal to 1/12th of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus 1/12th of yearly premium installments for hazard insurance, plus 1/12th of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held by Lender or in a institution the deposits or accounts of which are insured or guaranteed by a federal or state agency. Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills. Borrower and Lender hereby agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to the Borrower, and unless such agreement is made or applicable law requires such 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 loan secured by this Mortgage, and the borrowing under this Agreement was by means of a credit card.

If the amount of the Funds held by Lender, together with the late monthly installment of Fund, payable prior to the next date of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty (30) days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If the Property is sold hereunder or the Property is otherwise acquired by Lender, Lender shall apply not less 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 Mortgage.

3 **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fees, and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under Section 2 above or, if not paid in such manner by Borrower making payment when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, provided that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by or defend enforcement of such lien in legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

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4 **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within this "extended coverage," and such other hazards, as Lender may require, provided, that Lender shall not require that the amount of such coverage exceed the amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under Section 2 above or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Unless the holder of a prior mortgage is holding such policies, the Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible and the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within thirty (30) days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in Sections 1 and 2 of this Article II or change the amount of such installments. If under Section 14 below the Property is acquired by Lender, all right, title and interest of Borrower in and in any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5 **Preservation and Maintenance of Property; Leaseholds; Condominium; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit encumbrance or deterioration of the Property and shall comply with the covenants of any lease of the Mortgage is on a leasehold. If the Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants, conditions and restrictions governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and any other documents, if a condominium or planned unit development rider is executed by the Borrower and is ordered together with this Mortgage. The covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage and the rider were a part hereof.

6 **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or proceedings involving a bankruptcy or reorganization, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loans secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this Section 6, with interest thereon, shall be an additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amount shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this Section 6 shall require Lender to incur any expense or to take any action hereunder.

7 **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection, specifying reasonable cause therefor related to Lender's interest in the Property.

8 **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or part thereof, 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 Mortgage, with the excess, if any, paid to Borrower. In the event of partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums shall be applied to the sums secured by this Mortgage, such proportions of the proceeds as are equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to the Borrower.

If the Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condemnation offers to make and award of settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

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

9 **Borrower Not Released.** Extension of the time for payment or modification, amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successor in interest. Lender shall not be required to continue a proceeding against such successor or release or extend time for payment or otherwise modify, amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

10 **Forbearance by Lender Not a Waiver.** Any forbearance by Lender, in exercise of any right or remedy, then or later, of other than afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The provisions of this Article II of the payment of taxes or other items or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

11 **Remedies Cumulative.** All remedies provided in this Mortgage are deemed to be cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

12 **Successors and Assigns Bound; Joint and Several; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Section 13 of this Article II. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

13 **Transfer of the Property.** If all or any part of the Property or an interest therein is, or is transferred by Borrower without Lender's prior written consent, which Lender may withhold in its sole discretion, and if the transferee of the Property is subordinate to this Mortgage, (b) the creation of a purchase money security interest by the transferee of the Property, or (c) the creation of a security interest by the transferee of the Property upon the death of a joint tenant or the death of any, but not all, persons of three years or less, shall constitute an option to purchase. Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with this Agreement. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by Section 14 hereof.

14 Acceleration; Remedies. Upon the occurrence of an Event of Default as defined in Article I, Section 3 or as otherwise provided in this Mortgage, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and Lender may invoke the STATUTORY POWER OF SALE and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Section 14, including, but not limited to, reasonable attorney's fees.

If Lender invokes the STATUTORY POWER OF SALE, Lender shall mail a copy of a notice of sale to Borrower 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 Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

15 Assignment of Rents; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property provided that Borrower shall, prior to the acceleration under Section 14 of this Article II or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon such acceleration or abandonment of the Property, Lender 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. All rents collected by Lender shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender shall be liable to account only for those rents actually received.

16 Senior Lien. This mortgage is subject to a prior mortgage from Joseph Rogers and Phillip A. Mahoney in The South Boston Savings Bank dated December 12, 1985, recorded in the Registry of Deeds at Book 12135, Page 320. This is Document No. [redacted] in the Registry District of the Land Court) and securing an original principal sum of \$ 157,600.00. Borrower represents and warrants that said mortgage is not in default and that no breach of covenant of said mortgage exists.

17 Covenants Regarding Senior Lien.

(i) Borrower shall not modify, amend, extend, renew, or borrow any additional amounts under any mortgage to which this mortgage is at any time subject or subordinate, or the debt or other obligation secured thereby, without prior written consent of the holder hereof.

(ii) Any default under any such prior mortgage or the obligations secured thereby, of which default Lender has knowledge, shall be a default hereunder, and the Lender shall be entitled to but not obligated to cure said default and the fees incurred by the Borrower for all reasonable costs, charges and expenses, including without limitation reasonable attorney's fees, incurred in connection therewith, and all sums to which the Lender may be entitled to reimbursement shall be added to the principal sum of the debt secured hereby. Such sums shall earn interest at the same rate payable from time to time under the Note, shall be secured by this mortgage, and shall be payable on demand of the Lender, whether or not the remaining balance of said principal sum shall have been declared due and payable.

18 Revolving Credit. It is understood that this Mortgage secures a revolving credit agreement between Borrower and Lender and that from time to time the outstanding balance of loans made under said credit may change and may be zero. Notwithstanding such fact, the Mortgage granted hereby shall be and remain superior to any and all liens hereafter made or placed against the Property and such priority shall have effect with respect to all advances made under said revolving credit to Borrower prior to an Event of Default as defined in Section 3 of Article I. It is understood Lender shall have the right, but not the obligation, to give the requisite notice to Borrower of an event which with notice and the passage of time would become an Event of Default, if not cured.

19 Amendment of Credit Agreement. It is understood that this Mortgage secures a revolving credit agreement between Borrower and Lender and that no amendment, renewal, modification or extension of said agreement shall affect the enforceability or priority of this Mortgage which shall act as security for said agreement as amended, renewed, modified or extended.

Witness the execution hereof under seal as of the day and the year first above-written.

BORROWER

Joseph Rogers

COUNTERPART

Phillip A. Mahoney

STATE OF MASSACHUSETTS
County of Santa Clara

California

On this 7th day of April, 1987, before me personally appeared Phillip A. Mahoney and his free act and deed.

April, 7, 1987

and acknowledged the foregoing to be

NOTARY PUBLIC
SANTA CLARA COUNTY
My Commission Expires Sept. 5, 1987

Signature of Lender
Date of Signature 9-5-87

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

April 17, 1987

Then personally appeared the above-named, Joseph Rogers, and acknowledged the foregoing instrument to be his free act and deed, before me,

NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/20/91

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UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MASSACHUSETTS

In re: Joseph Rogers
Debtor

Case No. 89-13383-JNG
Chapter 7

PROOF OF CLAIM (SECURED)

1. [If claimant is a corporation claiming through an authorized officer] The undersigned who resides at**EAB Plaza, East Tower, 11th Floor, Uniondale, NY is the Secretary of Garden Management Co., Inc., a corporation organized under the laws of the State of New York, and doing business at** EAB Plaza, East Tower, 11th Floor, Uniondale, NY and is authorized to make this proof of claim on behalf of the corporation.

2. The debtor was, at the time of the filing of the petition initiating this case, and still is indebted [or liable] to this claimant, in the sum of \$84,233.67 plus \$29.83 per diem thereafter and costs of collection, including attorneys fees.

3. The consideration for this debt [or ground of liability] is as follows:

Money Loaned

This claim consists of \$68,053.03 in principal amount and \$16,180.64 in additional charges plus costs of collection, including attorneys fees. [Itemize all charges in addition to principal amount of debt, state basis for inclusion and computation, and set forth any other consideration relevant to the legality of the charge.] See Attachment A, Schedule of Debt.

4. [If the claim is founded on a writing] The writing on which this claim is founded (or a duplicate thereof) is attached hereto as Attachment B. Garden Management Co., Inc. holds the mortgage and note described therein by assignment dated November 21, 1989 from the Dime Savings Bank of New York, F.S.B. The Dime Savings Bank of New York, F.S.B. held the mortgage and note described therein pursuant to an assignment dated July 31, 1987 from Dime Real Estate Services-Massachusetts, Inc. Pursuant to Rule 3001 (e) a copy of each assignment, signed by the transferor and stating the consideration paid therefore, is affixed as Attachment C and Attachment D, respectively.

5. No judgment has been rendered on the claim.

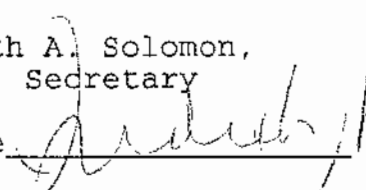
6. The amount of all payments has been credited and deducted for the purpose of making this proof of claim.

7. This claim is not subject to any set-off or counter-claim.

8. No security interest is held for this claim except:

The undersigned claims the security interest under the writing referred to in paragraph 4 hereof. Evidence of perfection of such security interest is also attached hereto.

9. This claim is a general unsecured claim, except to the extent that the security interest, if any, described in paragraph 8 is sufficient to satisfy the claim.

Claim No. _____	Total _____	Full Name of Creditor:
(office	Amount _____	Garden Management Co., Inc.,
use	Claimed \$84,233.67	by Judith A. Solomon,
only)		Secretary
		Signature <u></u>
		Date <u>3-14-90</u>

ATTACHMENT A

SCHEDULE OF DEBT

Principal Balance	\$68,053.03
Interest from March 1, 1988 through November 3, 1989	\$15,113.13
Advances for Fire Insurance and Property Taxes	\$ 941.02
Late Charges	\$ 126.49
TOTAL	\$84,233.67*

*Plus costs and expenses of collection, including attorneys' fees.

13542 025
DIME REAL ESTATE SERVICES MASSACHUSETTS, INC.
138 RIVER ROAD
ANDOVER, MA 01810

RECORDED ATTEST

615292-0

219

8067

SEP 28 1987

FILMED

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 31, 1987.
The mortgagor is JOSEPH ROGERS,
("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 SIXTY EIGHT THOUSAND AND 00/100
Dollars (U.S. \$ 68000.00). 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 August 1, 2017. 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 SUFFOLK County, Massachusetts:

See attached Exhibit "A"

Unit 8, 511 BEACON STREET,
which has the address of BOSTON,
[Street] [City]
Massachusetts 02112 ("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 a 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 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 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 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.

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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 judgement 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 attorney's 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.

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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 18 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] Rider to Mortgage
1-4 Family Rider

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.


JOSEPH ROGERS

(Seal)
-Borrower

(Seal)
-Borrower

[Space Below This Line for Acknowledgement]

COMMONWEALTH OF MASSACHUSETTS,

NORFOLK

County ss:

On this 31st day of July, 1987
JOSEPH ROGERS

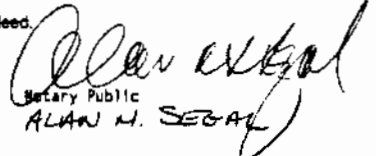
before me personally appeared

, and

acknowledged the foregoing to be his/her/their free act and deed.

My commission expires:

June 19, 1988


Notary Public
ALAN M. SEGAL

[Space Below This Line Reserved For Lender and Recorder]

13942 033

EXHIBIT A

UNIT NO. 8 IN THE 511 BEACON STREET CONDOMINIUM CREATED BY MASTER DEED DATED OCTOBER 3, 1985 AND RECORDED OCTOBER 5, 1985 WITH THE SUFFOLK COUNTY REGISTRY OF DEEDS AT BOOK 11946, PAGE 43, IN ACCORDANCE WITH AND SUBJECT TO THE PROVISIONS OF CHAPTER 183A OF THE GENERAL LAWS OF MASSACHUSETTS.

THE UNIT CONTAINS THE AREA LISTED BELOW AND IS LAID OUT AS SHOWN ON A PLAN ENTITLED "511 BEACON STREET CONDOMINIUM", DATED SEPTEMBER 25, 1985 CONSISTING WITH TWO (2) SHEETS BEARING THE VERIFIED STATEMENT OF GUY N. GRASSI A REGISTERED ARCHITECT AND FILED WITH SAID DEEDS ALONG WITH THE ABOVE-MENTIONED MASTER DEED AS AMENDED (HEREINAFTER REFERRED TO AS "PLANS").

THE UNIT IS CONVEYED TOGETHER WITH THE 5.42 PERCENTAGE INTEREST AND FACILITIES OF SAID CONDOMINIUM.

SAID UNIT IS INTENDED TO BE USED SOLELY FOR RESIDENTIAL DWELLING PURPOSES AND PROFESSIONAL OFFICES ACCESSORY THERETO, AS SET FORTH IN SECTION 8 OF SAID MASTER DEED, AND IS SUBJECT TO THE RESTRICTIONS AS SET FORTH IN SECTION 9 OF THE MASTER DEED, EXCEPT AS MAY BE EXPRESSLY PERMITTED BY THE TRUSTEES IN ACCORDANCE WITH THE PROVISIONS OF THE 511 BEACON STREET CONDOMINIUM REALTY TRUST.

SEE RIDER(S) ATTACHED HERETO.
FOR TITLE REFERENCE SEE DEED RECORDED HERewith.

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 defense 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, easements, 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 of 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 changed 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 Note, or, if any other event, if the Note Holder in writing so elects, the premises 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.


BORROWERS: JOSEPH ROGERS

ADJUSTABLE RATE RIDER TO THE MORTGAGE

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT, WITH LIMITATIONS, AND ALLOWS FOR INCREASES IN THE PRINCIPAL AMOUNT TO BE REPAYED (Negative Amortization).

This Rider is dated July 31, 19 87 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 511 BEACON STREET CONDOMINIUM, UNIT 8, 511 BEACON STREET
BOSTON, MA, 02112

[Property Address]

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

1. INTEREST RATE AND MONTHLY PAYMENT CHANGES

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

2. INTEREST

(A) Interest Rate

I will be charged interest on the unpaid principal from the date of this Note until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.000%. The interest rate I will pay may change.

(B) Interest Change Dates

The interest rate I will pay may change on the first day of February 1, 19 88, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Change Date." The new rate of interest will become effective on each Interest Change Date. The interest rate I will pay will change in accordance with Section 4 of this Note.

(C) The Index

Beginning with the first Interest Change Date, my interest rate will be based on an Index. The "Index" is: (Check only one box).

☐ 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.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay from the first (1st) to the sixth (6th) Interest Change Dates (both inclusive) will not be greater than 10.000%. Thereafter, my interest rate will never be increased on any single Interest Change Date by more than N/A percentage points (N/A%). My interest rate will never be greater than 13.875%. (A blank space or "N/A" means there is no limit on any increase in the interest rate I must pay).

3. PAYMENTS

(A) Time and Place of Payments

Except when this Note is dated the first day of a month, I will make a payment of interest only from the date hereof to the first day of the following month.

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 September 1, 19 87. 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 August 1, 20 17, 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.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 498.96. This amount may change.

(C) Payment Change Dates

My monthly payment may change in accordance with Section 4 of this Note beginning on the first day of September, 19 88, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment will also change at any time Section 4(B) or 4(D) below requires me to pay the Full Payment Amount.

I will pay the amount of my new monthly payment each month beginning on each Payment Change Date or as provided in Section 4(B) or 4(D) below.

(D) Limits on Monthly Payment Changes

Each increase or decrease in my monthly payment will be limited to an amount equal to 7.50% of my monthly payment due the month preceding the Payment Change Date unless Section 4(B) or 4(D) below requires me to pay a different amount.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Calculation of Changes

On each Interest Change Date which is not followed by a Payment Change Date, the Note Holder will calculate my new interest rate by adding 3.00 percentage points (3.00 %) to the most recent Index figure that was made available as of that Interest Change Date (Index + percentage points) and then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits, if any, stated in Section 2(D) above, the rounded amount will be my new interest rate until the next Interest Change Date.

For each Interest Change Date preceding a Payment Change Date or a change in the monthly payment required by Section 4(B) or 4(D) below, the most recent Index figure that was made available as of the date 45 days before that Interest Change Date will be used to calculate my new interest rate as described above.

As of each Interest Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid principal in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation is called the "Full Payment Amount."

(B) Required Full Payment Amount

On the fifth (5th) Payment Change Date and on each succeeding fifth (5th) Payment Change Date thereafter, I will begin paying the Full Payment Amount as my monthly payment until my monthly payment changes again. I will also begin paying the Full Payment Amount as my monthly payment on the final Payment Change Date and on the first day of each month thereafter to the maturity date, and as provided in Section 4(D) below.

(C) Additions to My Unpaid Principal (Negative Amortization)

The amount of my monthly payment could be less than the amount of the interest portion of the Full Payment Amount after each Interest Change Date. If so, each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid principal. The Note Holder will also add interest on the amount of this difference to my unpaid principal each month. The interest rate on the interest added to principal will be the rate required by Section 4(A) above.

(D) Limit On My Unpaid Principal; Increased Monthly Payments

My unpaid principal can never exceed a maximum amount equal to one hundred ten percent (110%) of the principal amount I originally borrowed. If the addition of unpaid interest to principal as provided in Section 4(C) above would cause my principal balance to exceed that maximum amount at any time, I must immediately begin paying the Full Payment Amount as my monthly payment amount.

(E) Notice of Changes

The Note Holder will mail or deliver to me a notice of a change in the amount of my monthly payment before the effective date of each such payment 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.

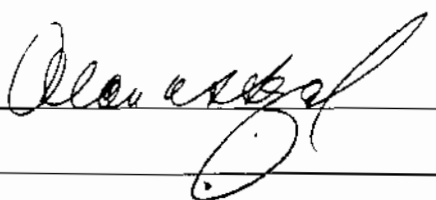
II. SALE OR TRANSFER OF PROPERTY

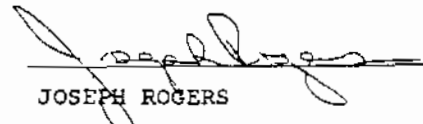
The Lender will not require immediate payment in full if all or any part of the Property, or if any right in the Property is sold or transferred without Lender's prior written permission. Any provision contained in the Mortgage which gives Lender that right, will not be effective.

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:




JOSEPH ROGERS
Borrower

Borrower

Borrower

Borrower

1-4 FAMILY RIDER
Assignment of Rents

13942 040

THIS 1-4 FAMILY RIDER is made this 31st day of July, 1987,
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the
"Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
THE DIME REAL ESTATE SERVICES MASSACHUSETTS, INC.

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

511 BEACON STREET, BOSTON, MA 02112 Unit #8

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

B. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 16 is deleted.

E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

JOSEPH ROGERS

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

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CONDOMINIUM RIDER

13542 041

THIS CONDOMINIUM RIDER is made this 31st day of July, 1987, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

THE DIME REAL ESTATE SERVICES MASSACHUSETTS, INC.

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

511 BEACON STREET, BOSTON, MA 02112 Unit #8

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

511 BEACON STREET CONDOMINIUM

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 8.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

JOSEPH ROGERS

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

398

(Sign Original Only)

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS,

THAT THE DIME SAVINGS BANK OF NEW YORK, FSB, a federal savings bank organized and existing under the laws of the United States of America, having its principal office and place of business at 9 DeKalb Avenue, Brooklyn, New York ("Assignor"), in consideration of the sum of One (\$1.00) Dollar lawful money of the United States, to it in hand paid by GARDEN MANAGEMENT CO., INC., a corporation organized and existing under the laws of the State of New York and having its principal office and place of business at 1225 Franklin Avenue, Garden City, New York 11530 ("Assignee") at or before the ensembling and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, assigned, transferred, and set over, and by these presents does grant, bargain, sell, assign, transfer, and set over unto the said Assignee a certain indenture of Mortgage, made and executed by Joseph Rogers, in favor of THE DIME SAVINGS BANK OF NEW YORK, FSB bearing date the 31st day of July, in the year nineteen hundred and eighty seven and recorded with Suffolk County Registry of Deeds to which reference may be had for a more particular description of said mortgage and of the land therein described, together with the debt, note, and obligation therein described, and the money due or to become due thereon with the interest.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns forever, subject only to the proviso in said Indenture of Mortgage mentioned; and Assignor does hereby make, constitute, and appoint the said Assignee, its true and lawful attorney, irrevocable in its name or otherwise, but at its proper cost and charges, to have use and take all lawful ways and means for the recovery of the said money and interest; and in case of payment, to discharge the same as fully as it might or could do if these presents were not made.

IN WITNESS WHEREOF, the Assignor has duly executed this instrument this 21st day of November in the year of our Lord one thousand nine hundred and eighty-nine.

Signed and Delivered
in presence of

Brenda Weirich Sautera

THE DIME SAVINGS BANK OF NEW
YORK, FSB

By
ITS

Bruce Nicholls

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK) ss:

On this 21st day of November, 1989, before me personally appeared Bruce Nicholls of The Dime Savings Bank of New York, FSB, a federal savings bank, Signer and Sealer of the foregoing instrument, and acknowledged the same to be the free act and deed of said federal savings bank before me.

Brenda Weirich Sautera
NOTARY PUBLIC

My commission expires: 1/4/93 399

AUG 5 12 43 PM '86

14924 170

391

Paul N. Tarnoff

ASSIGNMENT OF MORTGAGE

REGISTER

Loan No. 615292-0

KNOW ALL MEN BY THESE PRESENTS,

THAT DIME REAL ESTATE SERVICES-MASSACHUSETTS, INC., a New York corporation having an office and place of business at 138 River Road, Andover, Massachusetts 01810, Assignor, in consideration of the sum of ONE (\$1.00) DOLLAR lawful money of the United States, to it in hand paid by THE DIME SAVINGS BANK OF NEW YORK, FSB, a banking corporation chartered under the laws of the United States and having its home office at 975 Franklin Avenue, Garden City, New York 11530, Assignee, at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, assigned, transferred, and set over, and by these presents does grant, bargain, sell, assign, transfer, and set over unto the said Assignee a certain Indenture of Mortgage, made and executed by Joseph Rogers

in favor of DIME REAL ESTATE SERVICES-MASSACHUSETTS, INC bearing date the 31st day of July, 1987 and

(recorded with the Suffolk County Registry of Deeds) Int # 249

(registered with the County Registry District of the Land Court, Document No. , noted on Certificate of Title No.)

in Book 13942, Page 29, to which reference may be had for a more particular description of said mortgage and of the land therein described, together with the debt, note, and obligation therein described, and the money due or to become due thereon with interest.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns forever, subject only to the proviso in said Indenture of Mortgage mentioned. And Assignor does hereby make, constitute, and appoint the said Assignee, its true and lawful attorney, irrevocable, in its name or otherwise, but at its proper cost and charges, to have use and take all lawful ways and means for the recovery of the said money and interest; and in case of payment, to discharge the same as fully as it might or could do if these presents were not made.

IN WITNESS WHEREOF, the Assignor has duly executed this instrument this 31st day of July, 1987.

Signed and Delivered in presence of

DIME REAL ESTATE SERVICES-MASSACHUSETTS, INC.

By Barry M. Davis

ITS ASSISTANT MANAGER
[Title]

Joan T. Tash

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Suffolk SS: July 31, 1987

Then personally appeared the above-named Barry M. Davis, (ASSISTANT MANAGER ~~XXXXXXXXXX~~) of DIME REAL ESTATE SERVICES-MASSACHUSETTS, INC, and acknowledged the foregoing instrument to be the free act and deed of said DIME REAL ESTATE SERVICES-MASSACHUSETTS, INC., before me.

ALAN H. SEGAL
ATTORNEY AT LAW
ONE ROCKDALE STREET
BRAINTREE, MA 02184

Joan T. Tash
Notary Public

My commission expires 11/27/92

MASSACHUSETTS
9678 (6/88) Assignment

Unit 8, 511 Beacon Street, Boston, MA 02112

400

DAY, BERRY & HOWARD

*Counsellors at Law
Boston, Hartford and Stamford*

260 Franklin Street
Boston
Massachusetts 02110-3109
Telephone (617) 439-9150
Telex 99324

March 20, 1990

BY HAND

Clerk
United States Bankruptcy Court
1101 Federal Office Building
Ten Causeway Street
Boston, MA 02222

In Re: Joseph Rogers
Case No. 89-13383-JNG

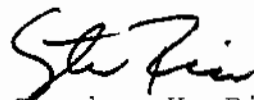
Dear Sir or Madam:

Enclosed for filing in the above-listed case, please find
Proof of Claim of the Garden Management Co., Inc.

Please acknowledge receipt by stamping the enclosed copy of
this Proof of Claim and returning it to the messenger.

Thank you for your anticipated cooperation.

Sincerely,



Stephen K. Ricca
Legal Assistant

SKR:mad
Enclosures

United States Bankruptcy Court

For the _____ District of Massachusetts

In re Joseph Rogers

Case No. 89-13383-JNG
Chapter 7

Debtor*

PROOF OF CLAIM

1. [If claimant is an individual claiming for himself] The undersigned, who is the claimant herein, resides at**

27 Fairmont St. Wethersfield CT 06109
[If claimant is a partnership claiming through a member] The undersigned, who resides at**

is a member of
composed of the undersigned and
of**

, a partnership,
, and

doing business at**

and is authorized to make this proof of claim on behalf of the partnership.

[If claimant is a corporation claiming through an authorized officer] The undersigned, who resides at**

is the
a corporation organized under the laws of
and doing business at**

of

and is authorized to make this proof of claim on behalf of the corporation.

[If claim is made by agent] The undersigned, who resides at**

, is the agent of

of**

, and is

authorized to make this proof of claim on behalf of the claimant.

2. The debtor was, at the time of the filing of the petition initiating this case, and still is indebted [or liable] to this claimant, in the sum of \$ 795.00

3. The consideration for this debt [or ground of liability] is as follows: Last Month and Security Deposit

[If filed in a chapter 7 or 13 case] This claim consists of \$ 795.00 in principal amount and \$ 795.00 in addition charges [or no additional charges]. [Itemize all charges in addition to principal amount of debt, state basis for inclusion and computation, and set forth any other consideration relevant to the legality of the charge.]

4. [If the claim is founded on a writing] The writing on which this claim is founded (or a duplicate thereof) is attached hereto [or cannot be attached for the reason set forth in the statement attached hereto]. NE

5. [If appropriate] This claim is founded on an open account, which became [or will become] due on _____, as shown by the itemized statement attached hereto. N

Unless it is attached hereto or its absence is explained in an attached statement, no note or other negotiable instrument has been received for the account or any part of it.

6. No judgment has been rendered on the claim except

7. The amount of all payments of this claim has been credited and deducted for the purpose of making this proof of claim.

8. This claim is not subject to any setoff or counter-claim except

9. No security interest is held for this claim except

[If security interest in the property of the debtor is claimed] The undersigned claims the security interest under the writing referred to in paragraph 4 hereof [or under a separate writing (or a duplicate of which) is attached hereto, or under a separate writing which cannot be attached hereto for the reason set forth in the statement attached hereto]. Evidence of perfection of such security interest is also attached hereto.

10. This claim is a general unsecured claim, except to the extent that the security interest, if any, described in paragraph 9 is sufficient to satisfy the claim. [If priority is claimed, state the amount and basis thereof.]

Claim No.
(office use
only)

Total
Amount
Claimed

\$ 795.00

Full Name of Creditor: Katherine T. Murphy

Signature Katherine T. Murphy

Date January 9, 1990

KATHERINE T. MURPHY

90

Del 78

June 25, 1989

5-13/110

PAY TO THE
ORDER OF

Boston Central Realty

\$ 400.00

Four Hundred and 00/100

DOLLARS



BANK OF NEW ENGLAND, N.A.
BOSTON, MASSACHUSETTS

MEMO

1/2 Rent

Katherine T. Murphy

⑆011000138⑆ 70032⑉4809⑈ 0190 ⑈0000040000⑈

D78-

KATHERINE T. MURPHY

194

July 12, 1989

5-13/110

PAY TO THE
ORDER OF

Boston Central

\$ 1200.00

Twelve Hundred and 00/100

DOLLARS



BANK OF NEW ENGLAND, N.A.
BOSTON, MASSACHUSETTS

MEMO

Down Rent

Katherine T. Murphy

⑆011000138⑆ 70032⑉4809⑈ 0194

⑆011000138⑆ 70032⑉4809⑈ 0194 ⑈00000120000⑈

Priority Claim
United States Bankruptcy Court

For the _____ District of Massachusetts

In re Joseph Rogers

Case No. 89-13383 JNG

Debtor*

**Priority
PROOF OF CLAIM**

1. [If claimant is an individual claiming for himself] The undersigned, who is the claimant herein, resides at**

27 Fairmont Street, Wethersfield CT 06109

[If claimant is a partnership claiming through a member] The undersigned, who resides at**

is a member of
composed of the undersigned and
of**
doing business at**

, a partnership,
, and

and is authorized to make this proof of claim on behalf of the partnership.

[If claimant is a corporation claiming through an authorized officer] The undersigned, who resides at**

is the _____ of
a corporation organized under the laws of
and doing business at**
and is authorized to make this proof of claim on behalf of the corporation.

[If claim is made by agent] The undersigned, who resides at**

, is the agent of

of**
authorized to make this proof of claim on behalf of the claimant.

, and is

2. The debtor was, at the time of the filing of the petition initiating this case, and still is indebted [or liable] to this claimant, in the sum of \$ 795.00

3. The consideration for this debt [or ground of liability] is as follows:

The debtor was my landlord who has not returned my last month or security deposit
[If filed in a chapter 7 or 13 case] This claim consists of \$ 795.00 in principal amount and \$ None in addition charges [or no additional charges]. [Itemize all charges in addition to principal amount of debt, state basis for inclusion and computation, and set forth any other consideration relevant to the legality of the charge.]

4. [If the claim is founded on a writing] The writing on which this claim is founded (or a duplicate thereof) is attached hereto [or cannot be attached for the reason set forth in the statement attached hereto]. I obtain cancelled checks received by J.

5. [If appropriate] This claim is founded on an open account, which became [or will become] due on

, as shown by the itemized statement attached hereto.

Unless it is attached hereto or its absence is explained in an attached statement, no note or other negotiable instrument has been received for the account or any part of it.

6. No judgment has been rendered on the claim except I was told to file this Priority Claim of the Bankruptcy hearing.

7. The amount of all payments of this claim has been credited and deducted for the purpose of making this proof of claim.

8. This claim is not subject to any setoff or counter-claim except None

9. No security interest is held for this claim except None

[If security interest in the property of the debtor is claimed] The undersigned claims the security interest under the writing referred to in paragraph 4 hereof [or under a separate writing (or a duplicate of which) is attached hereto, or under a separate writing which cannot be attached hereto for the reason set forth in the statement attached hereto]. Evidence of perfection of such security interest is also attached hereto.

10. This claim is a general unsecured claim, except to the extent that the security interest, if any, described in paragraph 9 is sufficient to satisfy the claim. [If priority is claimed, state the amount and basis thereof.]

Claim No.
(office use
only)

Total
Amount
Claimed

\$ 795.00

Full Name of Creditor:

Katherine T. Murphy

Signature

Katherine T. Murphy

Date

January 9, 1990

United States Bankruptcy Court

For the _____ District of Massachusetts

In re Joseph Rogers

Case No. 89-13383-JNG
Chapter 7

Debtor*

PROOF OF CLAIM

1. [If claimant is an individual claiming for himself] The undersigned, who is the claimant herein, resides at**

[If claimant is a partnership claiming through a member] The undersigned, who resides at**

is a member of
composed of the undersigned and
of**
doing business at**

and is authorized to make this proof of claim on behalf of the partnership.

[If claimant is a corporation claiming through an authorized officer] The undersigned, who resides at**

is the _____ of
a corporation organized under the laws of
and doing business at**

and is authorized to make this proof of claim on behalf of the corporation.

[If claim is made by agent] The undersigned, who resides at** TFA Management Company, 160 Federal St., 13th
Floor, Boston, Massachusetts, is the agent of Trustees of Brandywine Condo
niums, and is

authorized to make this proof of claim on behalf of the claimant.

2. The debtor was, at the time of the filing of the petition initiating this case, and still is indebted [or liable] to this claimant, in the sum
of \$ 18,478.89

3. The consideration for this debt [or ground of liability] is as follows: unpaid condominium fees, accruing month

[If filed in a chapter 7 or 13 case] This claim consists of \$ 18,478.89 in principal amount and \$ 726.00 per mo. in
addition charges [or no additional charges]. [Itemize all charges in addition to principal amount of debt, state basis for inclusion and com-
putation, and set forth any other consideration relevant to the legality of the charge.] plus interest and attorney's fees

4. [If the claim is founded on a writing] The writing on which this claim is founded (or a duplicate thereof) is attached hereto [or can-
not be attached for the reason set forth in the statement attached hereto].

5. [If appropriate] This claim is founded on an open account, which became [or will become] due on

, as shown by the itemized statement attached hereto.

Unless it is attached hereto or its absence is explained in an attached statement, no note or other negotiable instrument has been received for
the account or any part of it.

6. No judgment has been rendered on the claim except default and default judgment were entered in favor
of Trustees in Worcester Superior Court on October 11, 1989.

7. The amount of all payments of this claim has been credited and deducted for the purpose of making this proof of claim.

8. This claim is not subject to any setoff or counter-claim except

9. No security interest is held for this claim except above mentioned default judgment, Worcester Superior
Court, Docket No. 89-2431

[If security interest in the property of the debtor is claimed] The undersigned claims the security interest under the writing referred
to in paragraph 4 hereof [or under a separate writing (or a duplicate of which) is attached hereto, or under a separate writing which cannot be
attached hereto for the reason set forth in the statement attached hereto]. Evidence of perfection of such security interest is also attached
hereto.

10. This claim is a general unsecured claim, except to the extent that the security interest, if any, described in paragraph 9 is sufficient to
satisfy the claim. [If priority is claimed, state the amount and basis thereof.]

Claim No.
(office use
only)

Total
Amount
Claimed

\$ 18,478.89

Trustees of Brandywine Condominium Trust
by their agent, TFA Management Company
Full Name of Creditor: _____

Signature _____

Date _____

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