

BK3863PG0162

SEE  
BOOK 504  
PAGE 39

001265

## MORTGAGE

*Main Street, Florence*

now Barry G. Goldberg and Annette E. Goldberg

hereinafter <sup>collectively</sup> called the mortgagor, for consideration paid, GRANT unto FLORENCE SAVINGS BANK, a corporation duly organized and existing under and by virtue of the laws of the Commonwealth of Massachusetts and having its principal place of business at Florence, in the City of Northampton in the County of Hampshire, and Commonwealth aforesaid, hereinafter called the mortgagee, with MORTGAGE COVENANTS, to secure the payment of

Seven Hundred Twelve Thousand Five Hundred (\$712,500.00) DOLLARS  
with interest thereon as provided in a note of even date signed by the mortgagor, and also to secure the performance of all the covenants and agreements herein and in said note contained:  
the following described real estate, to wit:—

SEE EXHIBIT "A" ATTACHED HERETO

Property Address: 135 and 137 King Street  
Northampton, MA

The interest rate on the note secured by this mortgage is subject to periodic adjustment.

Together with all portable buildings, furnaces, ranges, heaters, oil burners or other heating apparatus and heating connections, plumbing, gas and electric fixtures, screens, shades, screen doors, storm doors and windows, gas, electric or other automatic refrigerators and all other fixtures of any nature now or hereafter placed upon or installed in and about the aforesaid premises, any or all of which it is hereby agreed are and shall be a constituent part of the realty.

The mortgagor covenants and agrees that, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured by this mortgage, he will pay monthly to the mortgagee, a sum equal to one-twelfth (1/12) of the known or estimated yearly taxes and assessments levied or to be levied against the herein described premises; that the mortgagee shall hold all such monthly payments in trust, to pay such taxes and assessments when due; that if the total of monthly payments as made under this paragraph shall exceed the amounts of payments actually made by the mortgagee for taxes and assessments, as the case may be, such excess shall be credited on subsequent monthly payment of the same nature, but if the total of such monthly payments so made under this paragraph shall be insufficient to pay taxes and assessments when due, then he will, upon demand, pay to the mortgagee an amount necessary to make up the deficiency; that if, in accordance with the terms and provisions of the note secured hereby he shall tender full payment of the entire indebtedness of the note secured hereby, the mortgagee will refund the balance of funds accumulated under the provisions of this paragraph; nothing in this paragraph contained shall be construed as in anywise limiting the right of the mortgagee, at its option, to pay any and/or all taxes and assessments when due; and that, in the event of default in the payment of any monthly or other installments of taxes or assessments as provided in this paragraph, the mortgagee shall have the right to invoke any and all of the rights and remedies provided in this mortgage and in the notes secured hereby for defaults with respect to any terms, conditions, agreements or covenants contained in this mortgage and the note which it secures.

The mortgagor also covenants and agrees to keep the buildings now or hereafter standing on said premises in good condition and repair and insured against fire and/or such other hazards and perils as the mortgagee shall require in a company or companies and in sums satisfactory, from time to time, to, for the benefit of, and first payable in case of loss to the mortgagee, and will deliver all insurance policies to the mortgagee; and in case of collection of insurance for damage by fire or otherwise the holder of this mortgage shall have the right to apply the same either in repair of premises, or in reduction of the mortgage claim, or to both of such purposes; that the mortgagor will pay all taxes, assessments and other charges that may now or hereafter be laid or assessed upon or imposed on the property hereby mortgaged, whenever or by whomsoever laid or assessed, including any and all taxes laid or assessed on the income derived from this investment, or on so much of the mortgagee's assets as may be invested in this mortgage loan; and that, should taxes or other municipal assessments remain unpaid after the date fixed for the payment of the same without penalty or interest, the mortgagee may pay such taxes and assessments and the amount paid shall be added to the principal sum hereby secured, payable on demand.

The mortgagor also covenants and agrees that, in case of any default in any condition or agreement in this mortgage contained or in the note secured hereby, or if the debt secured hereby shall not be paid when due, or should taxes or other municipal assessments remain unpaid after the date fixed for the payment of the same without penalty or interest, or should any lien be claimed (other than that of such taxes and assessments) which, in the sole opinion of counsel for the mortgagee, would create a valid obligation having priority over this mortgage, or if foreclosure proceedings under any second mortgage or second trust deed or any junior lien of any kind on the within described premises or any part thereof should be instituted, or in the event of any levy or sale upon execution or other proceeding of any nature whereby the owner of said premises shall be deprived of the title or right of possession to said premises or any part thereof, then in either event, the whole sum of principal and interest then remaining unpaid shall immediately become due and payable, without notice, at the option of the mortgagee and the mortgagee may start such proceedings as may be necessary to protect its interest in the premises.

At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding five per centum (5%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

The entire balance of the note secured by this mortgage, at the option of the holder, will become due and payable upon the sale or transfer of all or any part of, or any beneficial interest in the real estate described herein, whether by deed, contract, or otherwise.

This mortgage is upon the statutory condition, for any breach of which, or for any breach of any of the aforementioned provisions or conditions, the mortgagee shall have the statutory power of sale.

BK 3863 PG 0164

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

Witness OUR hands and seals this 17<sup>TH</sup> day of January A.D. 19 92.

Signed and sealed  
in the presence of

[Signature]  
[Signature]  
Barry G. Goldberg  
Annette E. Goldberg

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, SS.

January 17 19 92.

Then personally appeared the above-named Barry G. Goldberg and Annette E. Goldberg

and acknowledged the foregoing instrument

to be their free act and deed

before me,

[Signature]

My commission expires

GARY G. BRETON  
My Commission Expires  
January 18, 1996

HAMPSHIRE, SS.

, at \_\_\_\_\_ o'clock and

minutes,

P. M.

## EXHIBIT "A"

A certain tract of land situated in said Northampton, at the junction of King Street and North Street, and known as lot number one (1) on plan of lots on King Street belonging to Frank C. Magranis, recorded in Hampshire Registry of Deeds, Plan Book 6, Page 4, further bounded and described as follows:

Commencing at said junction of King Street and North Street; thence Easterly along said North Street two hundred sixty-four and twenty-two one-hundredths (264.22) feet to land now or formerly of N.Y., N.H. & H. R.R.; thence Northerly along land of said Railroad sixty-three and five-tenths (63.5) feet to lot number two (2) on said plan, now or formerly owned by Frank C. Magranis; thence Westerly along lot number two (2) on said plan and land now or formerly of said Frank C. Magranis two hundred sixty-eight and twenty-two one hundredths (268.22) feet to said King Street; thence Southerly along said King Street sixty-nine and fourteen one-hundredths (69.14) feet to the place of beginning.

EXCEPTING THEREFROM a taking in fee simple by the Commonwealth of Massachusetts Department of Public Works for alteration and layout of King Street; shown as Parcel 13-19-C on Plan Book 147, Page 45 by instrument dated June 24, 1987 and recorded with the Hampshire County Registry of Deeds in Book 3005, Page 54.

SUBJECT to a fifteen (15') foot setback from sidewalk as set forth in instrument dated February 17, 1947 and recorded with the Hampshire County Registry of Deeds in Book 1013, Page 278, if in force and applicable.

Being the same premises conveyed to the Mortgagors by deed of Nelson Katzman ex ux dated May 10, 1989 and recorded as aforesaid in Book 3371 at Page 342.

PROPERTY ADDRESS: 135 King Street  
Northampton, Massachusetts

BK3863PG0166

EXHIBIT "A"

the land and buildings at 137 King Street, Northampton, Hampshire County, Massachusetts, more particularly bounded and described as follows:  
(Description and encumbrances, if any)

A certain tract or parcel of land, with the buildings thereon, situate on the Easterly side of King Street, in said Northampton, and being Lot #2 on a plan of lots recorded in Hampshire Registry of Deeds, Plan Book 6, Page 4, more particularly bounded and described as follows:

Beginning at an iron pin at the Southwesterly corner of the land herein conveyed, said pin being sixty-nine and fourteen one-hundredths (69.14) feet Northerly from the intersection of King and North Streets, and running thence Northerly along said King Street sixty-nine and fourteen one-hundredths (69.14) feet to Lot #3 on said plan; thence turning and running Easterly along said Lot #3 two hundred seventy-two and twenty-two one-hundredths (272.22) feet to the Westerly side of the location of the New York, New Haven & Hartford Railroad Company; thence turning and running Southerly along the said Westerly line of the railroad location sixty-three and five-tenths (63.5) feet to Lot #1 on said plan; thence turning and running Westerly along said Lot #1 two hundred sixty-eight and twenty-two one-hundredths (268.22) feet to the iron pin at the point of beginning.

Being the same premises conveyed to Mortgagors herein by deed of Nelson Katzman and Barry Goldberg d/b/a 137 King Street Associates dated JANUARY 17, 1992 and recorded herewith.

Property Address: 137 King Street, Northampton, MA

Hampshire ss: January 17 1992 at 11 o'clock and 31 minutes A. M., Rec'd ent'd and  
(MONTH) (DAY)  
exam'd with Hampshire Reg. of Deeds, Book 3863 Page 162  
Attest \_\_\_\_\_  
REGISTER