

Mortgage

ESSEX REG. OF DEEDS  
NORTH DIST.

APR 19 8 09 AM '84

from

Raymond F. Hopkinson III, et ux  
to

BOOK PAGE  
RECORDED

First Essex Savings Bank

Dated April 13, 1984

Essex North Registry District  
April 19, 1984

RECEIVED FOR REGISTRATION  
8 O'CLOCK 9 M 9:35 AM  
NOTED ON CERTIFICATE NO. 2832  
IN REGISTRATION BOOK 42 PAGE 133

First Essex Savings Bank, holder of the within mortgage, acknowledges satisfaction of the same.

IN WITNESS WHEREOF, the said First Essex Savings Bank has caused this instrument to be executed and sealed with its corporate seal, by its undersigned duly authorized officer this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19

FIRST ESSEX SAVINGS BANK  
By \_\_\_\_\_

Commonwealth of Massachusetts

Essex, ss.

Then personally appeared the above named \_\_\_\_\_ and acknowledged the foregoing instrument to be free act and deed of the First Essex Savings Bank, before me,

Notary Public

The word "holder" as used herein shall be construed as descriptive of the mortgagee named herein and of any subsequent holder or holders hereof; the word "mortgagor" as used herein shall be construed as descriptive of the mortgagor or mortgagors named herein and of any subsequent owner or owners of the equity of redemption of the mortgaged premises; and all of the covenants and agreements of the mortgagor herein contained shall be binding upon the mortgagor and the heirs, executors, administrators, successors and assigns of the mortgagor.

This mortgage is subject to a prior mortgage, granted by the mortgagor herein to Essex Broadway Savings Bank dated June 29, 1972 and recorded in the ~~said~~ ~~Registry of Deeds in Book~~ ~~Page~~ the Land Registration Office in the Northern District, Essex County as instrument number 22734 noted on Certificate of Title No. 6305, Book 42, Page 421, and on Certificate of Title No. 6832, Book 46, Page 133.

This mortgage is upon the statutory conditions, and upon the further condition that all of the covenants and conditions contained in the above referred to prior mortgage on the part of the mortgagor herein to be kept and fully performed, for the breach of any of the covenants or conditions of this or said prior mortgage to which this mortgage is subject, the holder hereof shall have the statutory power of sale.

And for said consideration, we both, further, respectively

hereby release unto the mortgagee all rights of CURTESY, DOWER, HOMESTEAD, and other interests in the mortgaged premises.

ANNUAL PERCENTAGE RATE FOR THIS MORTGAGE IS 14.0%.

This instrument shall take effect as a sealed instrument.

WITNESS our hands this 13th day of April 1984

Witness to signatures:

Beatrice H. Pattullo

✓ Raymond F. Hopkinson III  
Raymond F. Hopkinson III

✓ Carol Jean Hopkinson  
Carol-Jean Hopkinson

### Commonwealth of Massachusetts

Essex, ss.

April 13, 1984

Then personally appeared the above named Raymond F. Hopkinson III and Carol-Jean Hopkinson and acknowledged the foregoing instrument by them subscribed to be their free act and deed before me,

James M. Coates  
Notary Public

Also, as additional security for this Mortgage and for the note referred to above, the Mortgagor hereby assigns, transfers and sets over to the Mortgagee, any and all sums of money now due or hereafter becoming due from the leasing, letting or other use of the mortgaged premises described above; said money to be collected by the Mortgagor so long as there is no default in the making of any payment or in the performance of any conditions or covenant provided for by the terms of said note and mortgage. The Mortgagor agrees that in the event of any such default, written notice of such default by the Mortgagee to any lessee, tenant or occupant of said mortgaged premises shall authorize and require said lessee, tenant or occupant to pay all rents or other sums of money then due and due thereafter directly to the Mortgagee, until further notice by the Mortgagee.

Also, insofar as the same are, or can by agreement of the parties be made, a part of the realty, all of the following articles now or hereafter on the above described premises or used therewith: Portable or sectional buildings; bathroom, plumbing, heating, lighting, refrigerating, ice making, ventilating and air conditioning apparatus and equipment; garbage incinerators and receptacles; elevators and elevator machinery; boilers, stoves; tanks; motors; sprinkler and fire extinguishing systems; door bell and alarm systems; window shades; screens; awnings; screen doors; storm and other detachable windows and doors; mantels built-in cases, counters, closets, chests of drawers and mirrors; trees, hardy shrubs and perennial flowers; and other fixtures whether or not included in the foregoing enumeration shall be a part of the mortgaged premises.

The mortgagor covenants: to pay and to perform the "Statutory Condition"; to pay to the holder, on demand, the same percentage on the debt secured hereby as the holder may, from time to time, be required to pay as a state tax on so much of the holder's deposits as is invested in loans secured by mortgages or taxable real estate;—to keep premises insured against fire and other contingencies when required by holder, in sums, forms and companies satisfactory, and payable in case of loss to said holder; to deposit such insurance policies with said holder as holder may require; in event of loss mortgagor will give immediate notice to mortgagee; mortgagee may make proof of loss if not made promptly by mortgagor; and in event of loss, each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the mortgagee instead of to the mortgagor and mortgagee jointly, and the insurance proceeds or any part thereof, to be applied by the mortgagee to the reduction of the indebtedness hereby secured, to keep the mortgaged premises in such repair, order and condition as the same now are or may hereafter be put, reasonable wear and tear and damage by fire only excepted;—not to permit or suffer any violation of any law or ordinance affecting the mortgaged premises or the use thereof;—in case any default in any condition of this mortgage shall occur the holder, to cure such default may apply any deposits or any sums credited by or due from the holder to the mortgagor (without first enforcing any other rights of the holder against the mortgagor, against any endorser or guarantor of the mortgage note, or against the mortgaged premise);—in case redemption is had by the mortgagor after foreclosure proceedings have been begun the holder shall be entitled to collect all costs, charges and expenses incurred up to the time of redemption.

The sale or any disposition or other alienation of the mortgagor's interest in the within mortgaged premises shall make the entire balance of the note or other security interest for which this mortgage is given as security immediately due and payable at the option of the Mortgagee, and without notice to the Mortgagor or his assignee or successor in title. In the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagor, the Mortgagee, at its option may, without notice to the Mortgagor, deal with each successor or successors in interest with reference to the mortgage and the debt hereby secured in the same manner as with the Mortgagor, without in any way vitiating or discharging the Mortgagor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby mortgaged and no forbearance on the part of the Mortgagee and no extension of the time for the payment of the debt hereby secured given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein either in whole or part.

It is also agreed that this mortgage is security for the payment of the aforesaid obligation and all other direct and contingent liabilities of the mortgagor hereof to the Holder hereof due to or become due whether now existing or hereafter contracted.

The mortgagor hereby authorizes the holder to pay all taxes, assessments and water rates, with interest, costs and charges accrued thereon, which may at any time be a lien upon the mortgaged premises or any part thereof; to pay the premiums for any insurance required hereunder; to incur and pay reasonable expenses in protecting its rights hereunder and the security hereby granted; to pay any balance due under any conditional agreement or sale on any articles and fixtures included as a part of the mortgaged premises; to add all amounts so incurred to the principal sum secured hereby; and to apply to any of these purposes or to the repayment of any amounts so paid by the holder any sums paid hereunder by the mortgagor as interest or otherwise.

KNOW ALL MEN that we, Raymond F. Hopkinson III and Carol-Jean Hopkinson,  
husband and wife, both of Andover, Essex County, Massachusetts,

for consideration paid hereby GRANT unto the FIRST ESSEX SAVINGS BANK, a corporation duly established  
under the laws of the Commonwealth of Massachusetts, having its usual place of business at Lawrence, Essex County  
in said Commonwealth,

with MORTGAGE COVENANTS to secure the payment of

--Seven thousand and no/100 (\$7,000.00) Dollars--

in installments and all in or within three years and/ <sup>seven days</sup> from the date hereof, with interest thereon at  
the rate of 14.0 per cent per annum or such part thereof as shall from time to time remain unpaid, pay-  
able on the 20th day of each month commencing May 20, 19 84  
in 36 fixed monthly payments of principal and interest in the sum of \$ 239.24 with the final  
payment of the then unpaid balance of this obligation, due and payable on April 20, 1987 ,  
all as provided in a certain note dated this day and  
signed by us

and this mortgage is subject to General Laws, Chapter 168, Section 37C, as amended, and also to secure  
the performance of all covenants and agreements herein contained, two certain parcels of land,  
with the buildings thereon, situated in said Andover.

FIRST PARCEL: Bounded and described as follows:

NORTHERLY by Bailey Road one hundred eighty (180) feet;  
EASTERLY by lot seven (7) as shown on plan hereinafter mentioned  
two hundred eighty-nine and 16/100 (289.16) feet;  
SOUTHWESTERLY by lot four (4) on said plan one hundred eighty-four  
(184) feet; and  
WESTERLY by lot two (2) on said plan two hundred ten and 27/100  
(210.27) feet.

All of said boundaries are determined by the Court to be located as shown on  
Plan No. 3162C, drawn by Charles E. Cyr, Surveyor, dated July 29, 1968, as modified  
and approved by the Court, filed in the Land Registration Office, a copy of a portion  
of which is filed with Certificate of Title No. 6305, Book 42, Page 421, and being  
designated as lot six (6) thereon.

Being the same premises title to which is registered in our names under  
Certificate of Title No. 6305, recorded with North Registry District of Essex County  
with the record of registered land, in Book 42, Page 421.

Said premises are conveyed subject to the restrictions contained in a deed from  
Ruth M. Bailey to Raymond F. Hopkinson III et al, dated December 20, 1968, filed and  
registered as Document No. 20761.

SECOND PARCEL: Bounded and described as follows:

NORTHERLY by Bailey Road sixty (60) feet;  
EASTERLY by Lot twelve (12) as shown on plan hereinafter mentioned  
three hundred ten and 75/100 (310.75) feet;  
SOUTHERLY by Lot four (4) of Land Court Plan No. 3162B forty-four (44)  
feet; and  
WESTERLY by Lot six (6) on plan hereinafter mentioned, two hundred  
eighty-seven and 16/100 (287.16) feet.

All of said boundaries are determined by the Court to be located as shown on  
Subdivision Plan No. 3162D, drawn by Charles E. Cyr, Civil Engineer, dated June 16,  
1972, as modified and approved by the Court, filed in the Land Registration Office,  
a copy of a portion of which is filed with Certificate of Title No. 6832, Book 46,  
Page 133, and being designated as Lot eleven (11) thereon.

Being the same premises title to which is registered in our names under Certificate  
of Title No. 6832, recorded with North Registry District of Essex County with the records  
of registered land in Book 46, Page 133, and said premises are conveyed subject to the  
restrictions referred to therein.

130 Bailey Road, Andover, Massachusetts.

289.16