

**MORTGAGE AND SECURITY AGREEMENT**  
**DIVISION OF PLANNING AND DEVELOPMENT**  
**CITY OF LOWELL, MASSACHUSETTS**

**Borrower** hereinafter called the “**MORTGAGOR**”, for consideration paid, grant to the **City of Lowell**, a municipal corporation, located at Department of Planning & Development, 50 Arcand Drive, Lowell MA 01852 in Middlesex County, Massachusetts, hereinafter called the “**MORTGAGEE**”, with mortgage covenants to secure payment of **(\$0,000.00)**, the land in Lowell, Middlesex County, Massachusetts with the buildings thereon, situated on **Address, Lowell MA. 0185** , and also as described in the first mortgage to **(Lender) OF EVEN DATE RECORDED HEREWITH. SEE EXHIBIT A ATTACHED HERETO.**

Together with any and all buildings, structures, improvements, fixtures and articles of personal property now or hereafter attached to or used in the operation of said premises, including all plumbing, heating, cooking, lighting, refrigerating, ventilating and air conditioning equipment; garbage and refuse incinerators and receptacles; elevators and elevator machinery; shades, screens, awnings, and detachable windows, blinds and doors; boilers; stoves; tanks; motors; sprinklers and fire extinguishers; door bells and alarm systems; built-in cases, counters, closets, chests of drawers and mirrors; trees; hardy shrubs and perennial flowers; and all other equipment and machinery, appliances, fittings and fixtures of every kind in or used in the operation of any building now or hereafter on the said premises; together with any and all replacements thereof and attachments thereto.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging; and also the rents, issues and profits thereof; and also all the estate, right, title and interest of the **MORTGAGOR** of, in and to the aforementioned property and every part and parcel thereof and all rights to recover damages for the taking of title to, possession of, or any interest in the premises and property hereby conveyed or any part thereof by right of eminent domain.

The **MORTGAGOR** covenants and agrees: to keep the building now or hereafter standing on the mortgaged premises in good condition and repair and insured against loss or damage by fire and other hazards as the **MORTGAGEE** may from time to time require, all such insurance to be in forms, in companies and in sums satisfactory to the holder of this Mortgage, all insurance policies on said buildings to be held by and to be for the benefit of and payable in case of loss to such holder, at least fifteen days before the expiration of each such policy to deliver to the holder of this Mortgage a new and sufficient policy to take the place of the one so expiring; not to commit or suffer any violation of any law, by-law, ordinance or restriction affecting the premises hereby conveyed; to pay before the same shall become delinquent or any penalty attach thereto for non-payment, all taxes, assessments and charges of every nature to whomever assessed that may now or hereafter be levied or assessed upon the mortgaged property.

The **MORTGAGOR** hereby authorized the **MORTGAGEE** to pay: all taxes, assessments, water rates and charges with interest, costs and charges accrued thereon which may at any time be a lien upon the mortgaged property or any part thereof; the premiums for any insurance thereunder; and any amount due and owing and secured by a lien prior to the within Mortgage. The **MORTGAGOR** further authorizes the holder to incur at any time any reasonable expenses in protecting its security. On demand the **MORTGAGOR** will repay all sums so paid pursuant to this paragraph with interest thereon at the rate of 1% per month.

The **MORTGAGOR** further does hereby assign, transfer and set over to the holder: (1) All Lessees (including all rents and profits therefrom) entered into between **MORTGAGOR**, as Lessor, and any and all tenants or occupants of the premises, as Lessees, and (2) All rights held by the **MORTGAGOR**, or rents to which **MORTGAGOR** is entitled, under any other oral or written tenancies of such premises, whether such rights and rents arise by operation of law or otherwise, and whether such leases or tenancies are now or may hereafter be executed or created: provided that until a default occurs in any conditions of the Mortgage, the **MORTGAGOR** shall be entitled to collect the rents under the Leases or tenancies, but not more than one month in advance: but in the event of any such default, the Assignee may immediately collect such rents as they become due and apply the same towards the payment of any of the indebtedness then remaining unpaid on the note. The **MORTGAGOR** hereby agrees that so long as the aforesaid indebtedness or any part thereof shall remain unpaid, they will make no other assignment, pledge, or other disposition of said Leases or the rents, nor will they make any agreement modifying, altering, amending, or canceling the same except as may be required by a first mortgage with out first having obtained the written consent of the holder. A demand on any Lessees or tenants of the premises by the holder herein for the payment of the rent on any default claimed by the holder shall be sufficient warrant to said Lessees or tenants to make future payments of rent to the holder without the necessity for any consent by the **MORTGAGOR**.

The **MORTGAGOR** further agrees that any failure by the **MORTGAGEE** to insist upon the strict performance by the **MORTGAGOR** of any of the terms and provisions herein or in the Note secured hereby shall not be deemed to be a waiver of any of the terms and provisions herein, or in the Note secured hereby, and the **MORTGAGEE**, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the **MORTGAGOR** of any and all of the terms and provisions of the Mortgage or the Note secured hereby to be performed by the **MORTGAGOR**.

This Mortgage is given to secure the payment of a certain Promissory Note of even date, made by the Borrower to the order of the Lender for (**Loan amount spelled out Dollars , (\$0,000.00)**) at the times and in the manner, all as more fully provided therein and the performance of all covenants and agreements contained therein.

If any default shall occur in any prior mortgage on the mortgaged premises and such default shall continue for a period of thirty days, or if entry shall be made or foreclosure proceedings commenced under such prior mortgage or if the **MORTGAGOR** should sell or enter into an agreement to sell the mortgaged premises, then the entire debt secured hereby shall become immediately due and payable at the option of the holder hereof. Upon a foreclosure of a prior mortgage, the net proceeds of a foreclosure sale (after payment of the prior mortgage) shall be immediately due and payable to the **MORTGAGEE**.

This Mortgage is upon the **STATUTORY CONDITION** and upon the further condition that all covenants and agreements of the **MORTGAGOR** contained herein and in the Note shall be kept and fully performed, for any breach of which the **MORTGAGEE** shall have the **STATUTORY POWER OF SALE**.

If foreclosure proceedings shall be commenced hereunder the holder hereof shall be entitled to collect all costs, charges and expenses including attorney's fees which may be suffered or incurred by it in connection therewith. In case of any foreclosure sale, **MORTGAGOR** hereby authorizes **MORTGAGEE** as its agent and attorney-in-fact to assign to the purchaser or purchasers at such sale all insurance policies on the mortgaged premises then held by the **MORTGAGEE** and all leases to which the mortgaged premises shall then be subject.

And for said Consideration, the undersigned hereby assign and release unto the **MORTGAGEE** all rights of homestead and any other interest herein.

WITNESS my/our hand (s) and seal (s) this \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BORROWER: \_\_\_\_\_ CO-BORROWER: \_\_\_\_\_  
Name Name

THE COMMONWEALTH OF MASSACHUSETTS

Lowell, Middlesex, S.S.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_