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Contract

20170676

City of Springfield Contract Tracer Document

The purpose of this document is to provide continuous responsibility for the custody of **CONTRACTS** during the processing period.

INSTRUCTIONS: Upon receipt, please initial and write in the date of receipt. When your department has approved and signed the contract, please initial and date in the forwarding section and deliver to the next department.

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Community Development			M.L.	5-24-17
City Comptroller	MCS	5/24/17	MCS	5/24/17
Law	AF	5/25/17	AF	5/25/17
CAFO	tmnm	5.26.17	tmnm	5.26.17
Mayor	CG	5/26/17	CG	5/30/17
City Comptroller	MCS	5/31/17	MCS	6/1/17
Community Development				

Vendor No.: 16782 Contract No.: Contract Date:

Contract Amt.: \$34,425.00 Issue Date: 05/23/2017 Renewal Date:

Appropriation Code1: 26401827-530105-64014
 Appropriation Code2:
 Appropriation Code3:
 Appropriation Code4:

Description of Funding Source: CDBG-DR

Bid No.: Requisition No.: 17014867 PO No.:

Vendor Name: Clarence Baymon

Contract Type: CDBG-DR Home Repair Loan

Contract Purpose: Rehabilitation of 40 Marshall Street.

Originating Dept.: Office of Disaster Recovery & Compliance

Expiration Date: 04/28/2027 Amendment Date: Extension Date:

TYPE OF DOCUMENT (Please select at least one):
 New Renewal Amendment Extension



CITY OF SPRINGFIELD

HOMEOWNER REHABILITATION AGREEMENT

Whereas Clarence E. Baymon & Ruby L. Baymon ("Homeowner(s)") is receiving Community Development Block Grant Disaster Recovery (CDBG-DR) Program financial assistance from The City of Springfield ("Grantee") in the amount of \$ 34,425.00 to provide funding to rehabilitate home located at 40 Marshall Street Springfield, MA 01109 in compliance with The City of Springfield building codes.

Now, therefore, the Grantee has an option to recoup assistance used on the above described property upon the terms, conditions and contingencies herein set forth.

Owner Occupancy

Homeowner agrees that if during the **ten years** the Homeowner uses the property as (1) an investment property or (2) the Homeowner uses the Property as a recreational house or "second" home, then the Grantee shall require immediate payment in full of the entire loan amount provided by the Grantee.¹

Homeowner agrees that if during the **ten years** he/she/they sell part or all of the property without Grantee's prior written consent then the Grantee shall require payment in full the amount of the loan outstanding at time of sale.

Insurance Proceeds and Federal Benefits

In consideration of Homeowner's receipt of funds or the commitment by the City of Springfield to evaluate Homeowner's application for the receipt of funds under the CDBG Disaster Recovery Program (CDBG-DR) administered by the City of Springfield, Homeowner agrees that if he/she receives further insurance proceeds and/or federal benefits for rehabilitation, repairs or reconstruction to their primary residence in connection with June 2011 Tornado, the homeowner will report receiving benefits by emailing spham@springfieldcityhall.com or calling 413-784-7883 within seven (7) days of receipt of additional proceeds and/or benefits. Homeowner hereby assigns to the City of Springfield all of Homeowner's future rights to reimbursement and all payments received under any policy of casualty or property damage insurance (the "Policies") or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") for physical damage to the Structure that was the basis of the calculation of Homeowner's award to the extent of the Note or Loan proceeds paid to Homeowner under the Program. Failure to report additional insurance proceeds and/or federal benefits shall require immediate repayment in full of the entire loan amount provided by the Grantee.

Assignment Relating to Funds Received under CDBG-Disaster Recovery Program

The proceeds or payments referred to in the preceding sentence, whether they be from insurance, FEMA or the SBA, shall be referred to herein as "Proceeds." The rights Homeowner assigns are specific to the structure with respect to which Note or Loan proceeds were paid (the "Structure") which is described in Homeowner's application with the Program arising out of physical damage to the Structure originally caused by the June 2011 Tornado respectively; but, also including Proceeds received for damage to the Structure caused by any subsequent event that occurred until the commencement of repair or reconstruction utilizing Program funds. The causes of subsequent



damage include, but are not limited to, the June 1, 2011 F3 Tornado and residual damages respectively. The Policies include, but are not limited to, policies characterized as wind, flood or any other type of casualty or property damage insurance coverage held by Borrower and which provides coverage for physical damage to the Structure.

Cooperation and Further Documentation.

Homeowner agrees to assist and cooperate with the City of Springfield should the City of Springfield elect to pursue any of the claims Homeowner has against the insurers for reimbursement under any such policies. Homeowner's assistance and cooperation shall include allowing suit to be brought in Homeowner's name(s), giving depositions, providing documents, producing records and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by the City of Springfield. Homeowner further agrees to assist and cooperate in the attainment and collection of any Proceeds that the Homeowner would be entitled to under any applicable FEMA or SBA program as described above. If requested by the City of Springfield, Homeowner agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the City of Springfield, to the extent of the Note or Loan proceeds paid to Homeowner under the Program, the Policies, the disaster relief funds from FEMA or SBA and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the City of Springfield to consummate and make effective the purposes of this Agreement.

Authorization for City of Springfield to Contact Third Parties

Homeowner explicitly allows the City of Springfield to request of any company with which Homeowner held Policies or FEMA or the SBA any non-public or confidential information needed by the City of Springfield to monitor/enforce its interest in the rights assigned to it under this Agreement and to give Homeowner's consent to such company to release said information to the City of Springfield.

Income Eligibility

Homeowner certifies that he/she has provided complete, accurate, and current information regarding household income to demonstrate Homeowner's eligibility to receive CDBG funds.

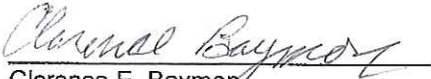
Enforcement

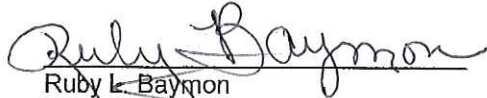
The Homeowner and the grantee acknowledge that the grantee has the right and responsibility to enforce this agreement.

Whereas, if the Homeowner does not violate any of the terms listed in this agreement, then this agreement will be considered paid in full on the 28th of April, 2017 and the Note will be released.



Executed as sealed instrument as of the 28th day of April, 2017.



Clarence E. Baymon


Ruby L. Baymon

CITY OF SPRINGFIELD


Tina Quagliato, Director Office of
Disaster Recovery and Compliance

APPROVED:


Domenic J. Sarno, Mayor

26401827-530105-64014 \$34,425.00
Approved as to Appropriation:

 5/24/17
Office of Comptroller


Chief Administrative &
Financial Officer

Approved as to Form:


Law Department

MORTGAGE

THIS MORTGAGE made on or as of the 28th day of April, 2017, between **Clarence E. Baymon & Ruby L. Baymon**, (hereinafter called, and if more than one party jointly and severally hereinafter called "**Mortgagor**"), whose address is 40 Marshall Street Springfield, Massachusetts 01109 and the **CITY OF SPRINGFIELD**, a municipal corporation, having a usual place of business at 36 Court Street, Springfield, Hampden County, Massachusetts (hereinafter called "**Mortgagee**").

WITNESSETH:

90 Marshall St. Springfield MA
THAT to secure the payment of an indebtedness in the principal amount of **Thirty Four Thousand Four Hundred Twenty Five Dollars (\$34,425.00)** which shall be payable in accordance with certain a note(s), bond(s) or other obligation(s) (which note(s), bond(s) or obligation(s) are hereinafter called "**Note**"), bearing even date herewith, a true and correct copy of which, exclusive of the signature of the Mortgagor, marked "**Schedule A**", is annexed hereto and made a part hereof, and all other indebtedness which the Mortgagor is obligated to pay to the Mortgagee pursuant to the provisions of the Note and this Mortgage, the Mortgagor hereby grants with Mortgage Covenants, conveys and mortgages to the Mortgagee.

ALL THAT certain lot, piece of parcel of land known as 40 Marshall Street, Springfield, MA 01109 situated in the City of Springfield, County of Hampden and Commonwealth of Massachusetts, bounded and described as shown on the attached "**Schedule B**", which is hereby made a part hereof.

TOGETHER with all appurtenances thereto and all the estate and rights of the Mortgagor in and to such property or in any wise appertaining thereto; all buildings and other structures now or hereafter thereon erected or installed, and all fixtures and articles of personal property now or hereafter attached to, or use in, or in the operation of, any such land, buildings or structures for the purposes for which they were or are to be erected or installed, including, but not limited to, all heating, plumbing, bathroom, lighting, cooking, laundry, ventilating, refrigerating, incinerating and air-conditioning equipment and fixtures, and all replacements thereof and additions thereto, whether or not the same are or shall be attached to such land, building or structures in any manner.

TOGETHER with any and all awards now or hereafter made for the taking of the property mortgaged hereby, or any part thereof (including any easement), by the exercise of the power of eminent domain, including any award for change of grade of any street or other roadway, which awards are hereby assigned to the Mortgagee and are deemed a part of the property mortgaged hereby, and the Mortgagee is hereby authorized to collect and receive the proceeds of such awards, to give proper receipts and acquaintance therefor, and to apply the same toward the payment of the indebtedness secured by this Mortgage, notwithstanding the fact that the amount owing thereon may not be due and payable; and the Mortgagor hereby agrees, upon request, to make execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning each such award to the Mortgagee, free, clear and discharged of any encumbrances of any kind or nature whatsoever, and

TOGETHER with all right, title and interest of the Mortgagor in and to the land lying in the streets and roads in front of and adjoining the above described land (all of the above described land, buildings, other structures, fixtures, articles of personal property, awards and other rights and interests being hereinafter collectively called the "**mortgaged property**").

TO HAVE AND HOLD the mortgage property and every part thereof unto the Mortgagee, its successors and assigns forever for the purposes and the uses herein set forth.

AND THE Mortgagor further covenants and agrees with the Mortgagee as follows:

1. The Mortgagor will promptly pay the principal of and interest, if any, on the indebtedness evidenced by the Note, and all other charges and indebtedness provided therein and in this Mortgage, at the times and in the manner provided in the Note and in this Mortgage.
2. The Mortgagor will pay when due, as hereinafter provided, all ground rents, if any, and all taxes, assessments, water rates and other governmental charges, fines and impositions, of every kind and nature whatsoever, nor or hereafter imposed on the mortgaged property, or any part thereof, and will pay when due every amount of indebtedness secured by any lien to which the lien of this Mortgage is expressly subject.
3. This Mortgage and the Note were executed and delivered to secure monies advanced to the Mortgagor by the Mortgagee as or on account of a loan evidenced by the Note, for the purpose of making the improvements described or referred to in the WORK WRITE-UP SPECIFICATIONS DATED 2/12/16 to or on the mortgaged property, and for such other purpose, if any, described or referred to therein, which improvements are hereinafter collectively called "**Improvements**". The Mortgagor shall make or cause to be made all the improvements. If the construction or installation of the improvements shall not be carried out with reasonable diligence, or shall be discontinued at any time for any reason, other than strikes, lock-outs, Acts of God, fires, floods or other similar catastrophes, riots, war or insurrection, the Mortgagee after due notice to the Mortgagor is hereby authorized
 - (a) to enter upon the mortgaged property and employ any watchmen to protect the improvements from depreciation or injury and to preserve and protect such property;
 - (b) to carry out any or all then existing contracts between the Mortgagor and other parties for the purpose of making any of the improvements;
 - (c) to make and enter into additional contracts and incur obligations for the purposes of completing the improvements pursuant to the obligations of the Mortgagor hereunder, either in the name of the Mortgagee or the Mortgagor, and
 - (d) to pay and discharge all debts, obligations and liabilities incurred by reason of any action taken by the Mortgagee as provided in this Paragraph, all of which amounts so paid by the Mortgagee, with interest thereon from the date of each such payment, at the rate of seven percent (7%) per annum shall be payable by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage.
4. No building or other structure or improvement, fixture or personal property mortgaged hereby shall be removed, demolished or installed, which shall substantially diminish the value of the mortgaged premises, without the prior written consent of the Mortgagee. The Mortgagor will not use, or permit or suffer the use of, any of the mortgaged property for any purpose other than the purpose or purposes for which the same is now intended to be used, without the prior written consent of the Mortgagee. The Mortgagor will maintain the mortgaged property in good condition and state of repair and will not suffer or permit any waste to any part thereof, and will promptly comply with all the requirements of Federal, State and local governments, or of any departments, division or bureaus thereof, pertaining to such property or any part thereof.
5. The Mortgagor will not voluntarily create, or permit or suffer to be created or to exist, on or against the mortgaged property, or any part thereof, any lien superior to the lien of this Mortgage, exclusive of the lien or liens, if any, to which this Mortgage is expressly subject, as set forth in the granting clause above, and

will keep and maintain the same free from the claims of all parties supplying labor materials which will enter in to the construction or installation of the Improvements.

6. (a) The Mortgagor will keep all buildings, other structures and improvements including equipment, now existing or which may hereafter be erected or installed on the land mortgaged hereby, insured against loss by fire and other hazards, casualties and contingencies, in such amounts and manner, and for such periods, all as may be required from time to time by the Mortgagee. Unless otherwise required by the Mortgagee, all such insurance shall be effected by Standard Fire and Extended Coverage Insurance policies, in amounts not less than necessary to comply with the coinsurance clause percentage of the value applicable to the location and character of the property to be covered. All such insurance shall be carried in companies approved by the Mortgagee and all policies therefor shall be in such form and shall have attached thereto loss payable clauses in favor of the Mortgagee and any other parties as shall be satisfactory to the Mortgagee. All such policies and attachments thereto shall be delivered promptly to the Mortgagee, unless they are required to be delivered to the holder of a lien of a mortgage or similar instrument to which this Mortgage is expressly subject, in which latter event certificates thereof, satisfactorily to the Mortgagee, shall be delivered to the Mortgagee. The Mortgagor will pay promptly when due, as hereinafter provided, any and all premiums on such insurance, and in every case in which payment thereof is not made from the deposits therefor required by this Mortgage, promptly submit to the Mortgagee for examination receipts or other evidence of such payment as shall be satisfactory to the Mortgagee. The Mortgagee may obtain and pay the premium on (but shall be under no obligation to do so) every kind of insurance required hereby if the amount of such premium has not been deposited as required by the Mortgage, in which event the Mortgagor will pay to the Mortgagee every premium so paid by the Mortgagee.
 - (b) In the event of loss or damage to the mortgaged property, the Mortgagor will give to the Mortgagee immediate notice thereof by mail and the Mortgagee may make and file proof of loss if not made otherwise promptly by or on behalf of the Mortgagor. Each insurance company issuing any such policy is hereby authorized and directed to make payment there-under for such loss to the Mortgagor and the Mortgagee jointly, unless the amount of loss is payable first to the holder of a lien under a mortgage or similar instrument to which this Mortgage is expressly subject; and the insurance proceeds or any part thereof if received by the Mortgagee may be applied by the Mortgagee, at its option, either in reduction of the indebtedness hereby secured, or to the restoration or repair of the mortgage property damaged. In the event of foreclosure of this Mortgage, or of any transfer of title to the mortgaged property in extinguishment of such indebtedness, all right, title and interest of the Mortgagor in and to every such insurance policy then in force, subject to the rights and interests of the holder of any such prior lien, shall pass to the grantee acquiring title to the mortgaged property together with such policy and appropriate assignment of such right, title and interest which shall be made by the Mortgagor.
7. (a) In order to fully protect the security of this Mortgage, in the event that the same shall lapse or become overdue, the Mortgagor may be required by written notice to deposit with the Mortgagee together with, and in addition to, the payment of principal and interest monthly on account of the Note secured hereby, until the Note is paid in full, an amount of money equal to the total amount of
 - (i) ground rents, if any, next becoming due,
 - (ii) the premiums next becoming due on policies of fire and all other hazard insurance required by this Mortgage with respect to the mortgaged property,

(iii) taxes, assessments, water rates and other governmental charges next becoming due on the mortgaged property (all the foregoing amounts as estimated by the Mortgagee and set forth in a written notice of such estimated by the Mortgagee to the Mortgagor from time to time), less all amounts that may already have been paid therefor, divided by the number of calendar months to elapse before one calendar month prior to the date when such ground rents, premiums, taxes, assessments, water rates and other governmental charges, respectively, will become due and payable. If any amount referred to in clauses (i) through (iii) hereof is required to be deposited by the Mortgagor under a mortgage or similar instrument having priority over the lien of this Mortgage, the Mortgagor shall make deposits required by this Paragraph 7 only in the event of the termination of such obligation under the prior mortgage or similar instrument. The Mortgagor shall give prompt notice in writing to the Mortgagee of the occurrence of the last mentioned event. All such amounts deposited with the Mortgagee shall be held by the Mortgagee, or any agent designated by it, in trust to be used only for payment of such ground rents, premiums, taxes, assessments, water rates and other governmental charges. No interest shall be payable by the Mortgagee on any sum so deposited.

- (b) All amounts required to be deposited with the Mortgagee monthly in accordance with Paragraph 7 (a) hereof, and the amount of principal and interest to be paid each month on account of the Note, shall be added together, and the aggregate amount thereof shall be paid by the Mortgagor to the Mortgagee in a single payment to be applied by the Mortgagee on account of the indebtedness of the Mortgagor pursuant to the Note and this Mortgage on account of the indebtedness of the Mortgagor pursuant to the Note and this Mortgage (to the extent that monies are available from the amount so deposited), in order, any provision of the Note to the contrary notwithstanding as follows:

FIRST, to the amount of such ground rents, if any, fire and other hazard insurance premiums, taxes, assessments, water rates and other governmental charges required to be paid under the provisions of this Mortgage, in whatever sequence the Mortgage may exclusively determine;

SECOND, to interest due on the Note;

THIRD, to the principal due on the Note; and

FOURTH, the remainder to the late charges, if any, referred to in the Note.

Any deficiency in the amount of any such aggregate monthly payment shall unless paid by the Mortgagor prior to the date of the next such deposit payable, constitute and event of default under this Mortgage.

- (c) Any excess funds that may be accumulated by reason of the deposits required under Paragraph 7 (a) hereof, remaining after payment of the amounts described in clauses (i), (iii) hereof, shall be credited to subsequent respective monthly amounts of the same nature required to be paid thereunder. If any such amount shall exceed the estimate therefor, the Mortgagor shall forthwith pay to the Mortgagee the amount of such deficiency upon written by the Mortgagee of the amount thereof. Failure to do so before the due date of such amount shall be an event of default under this Mortgage. If the mortgaged property is sold under foreclosure or is otherwise acquired by the Mortgagee, after default by the Mortgagor, any remaining balance of the accumulations under Paragraph 7 (a) hereof, shall be credited to the principal amount owing on the Note as of the date of commencement of foreclosure proceedings for the mortgaged property, or as of the date the mortgaged property is otherwise so acquired.

8. The Improvements and all plans and specifications therefore shall comply with all applicable municipal ordinances, regulations, and rules made or promulgated by lawful authority, and upon their completion shall comply therewith and with the rules of the Board of Fire Underwriters having jurisdiction.
9. Upon any failure by the Mortgagor to comply with or perform any of the terms, covenants or conditions of this Mortgage requiring the payment of any amount of money by the Mortgagor, other than the principal amount of the loan evidenced by the Note, interest and other charges, as provided in the Note, the Mortgagee may at its option make such payment. Every payment so made the Mortgagee (including reasonable attorney's fees incurred thereby), with interest thereon from the date of such payment, at the rate of seven percent (7%) per annum except any payment for a different rate of interest is specified herein shall be payable by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage. This Mortgage with respect to any such amount and the interest thereon, shall constitute a lien on the mortgaged property prior to any other lien attaching or occurring subsequent to the lien of this Mortgage.
10. The Mortgagee, by any of its agents or representatives, shall have the right to inspect the mortgaged property from time to time at any reasonable hour of the day. Should the Mortgaged property, or any part thereof, at any time require inspection, repair, care of attention of any kind or nature not provided by this Mortgage as determined by the Mortgagee in its sole discretion, the Mortgagee may, after notice to the Mortgagor, enter or cause entry to be made upon, the mortgaged property, and inspect, repair protect, care for or maintain such property, as the Mortgagee may in its sole discretion deem necessary, and may pay all amounts of, money therefore, as the Mortgagee may in its sole discretion deem necessary.
11. The principal amount owing on the Note together with interest thereon and all other charges, as therein provided, and all other amounts of money owing by the Mortgagor to the Mortgagee pursuant to and secured by the Mortgage, shall immediately become due and payable without notice or demand upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for the Mortgagor, or upon filing of a petition by or against the Mortgagor under the provisions of any State insolvency law, or under the provisions of the Bankruptcy Act of 1898, as amended or upon the making by the Mortgagor or an assignment for the benefit of the Mortgagor's creditors. The Mortgagee is authorized to declare, at its option, all or any part of such indebtedness immediately due and payable upon the happening of any of the following events:
 - (a) Failure to pay the amount of any installment of principal interest, or other charges payable on the Note, which shall have become due, prior to the due date of the next such installment;
 - (b) Nonperformance by the Mortgagor of any covenant, agreement term or condition of this Mortgage, or of the Note (except as otherwise provided in subdivision (a) hereof, or of any other agreement heretofore, herewith or hereafter made by the Mortgagor with the Mortgagee in connection with such indebtedness, after the Mortgagor has been given due notice by the Mortgagee of such nonperformance;
 - (c) Failure of the Mortgagor to perform any covenant, agreement, term or condition in any instrument creating a lien upon the mortgaged property, or any part thereof, which shall have priority over the lien of this mortgage;
 - (d) The Mortgagee's discovery of the Mortgagor's failure in any application of the Mortgagee to disclose any fact deemed by the Mortgagee, to be material, or of the making therein, or in any of the agreements entered into by the Mortgagor with the Mortgagee (including but not limited to , the Note and this Mortgage) of any misrepresentation by, on behalf of, or for the benefit of, the Mortgagor;

- (e) The sale, lease or other transfer of any kind or nature of the mortgaged property, or any part thereof, without the prior written consent of the Mortgagee;

The Mortgagee's failure to exercise any of its rights hereunder shall not constitute a waiver thereof. All the events in this Paragraph enumerated upon the happening of any of which the Note shall become, or may be declared to be, immediately due and payable are in this Mortgage called "**events of default**".

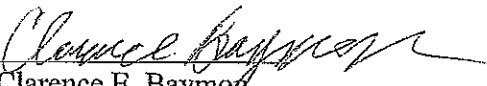
12. The Mortgagee may from time to time cure each default under any covenant or agreement in any instrument creating a lien upon the mortgaged property or any part thereof, which shall have priority over the lien of this Mortgage to such extent as the Mortgagee may exclusively determine, and each amount paid (if any) by the Mortgagee to cure any such default shall be paid by the Mortgagor to the Mortgagee; and the Mortgagee shall also become subrogated to whatever rights the holder of the prior lien might have under such instrument.
13. (a) After the happening of any default hereunder, the Mortgagor shall upon demand of the Mortgagee surrender possession of the mortgaged property to the Mortgagee, and the Mortgagee may enter such property, and let the same and collect all the rents therefrom which are due or to become due, and apply the same, after payment of all charges and expenses, on account of the indebtedness hereby secured, and all such rents and all leases existing at the time of such default are hereby assigned to the Mortgagee as further security for the payment of the indebtedness secured hereby; and the Mortgagee may also dispossess, by the usual summary proceedings, any tenant defaulting in the payment of any rent to the Mortgagee. The Mortgagor shall cooperate and facilitate any summary process proceedings under this paragraph.
- (b) In the event that the Mortgagor occupies the mortgaged property or any part thereof the Mortgagor agrees to surrender possession of such property to the Mortgagee immediately after any such default hereunder, and if the Mortgagor remains in possession after such default, such possession shall be as a tenant of the Mortgagee, and the Mortgagor shall pay in advance upon demand by the Mortgagee, as a reasonable monthly rental for the premises occupied by the Mortgagor, an amount at least equivalent to one-twelfth of the aggregate of the twelve monthly installments payable in the current calendar year, plus the actual amount of the annual ground rent, if any taxes, assessments, water rates, other governmental charges, and insurance premiums payable in connection with the mortgaged property during such year, and upon the failure of the Mortgagor to pay such monthly rental, the Mortgagor may also be disposed by the usual summary proceedings applicable to tenants. This covenant shall become effective immediately upon the happening of any such default, as determined in the sole discretion of the Mortgagee, who shall give notice of such determination to the Mortgagor; and in the case of foreclosure and the appointment of a receiver of the rents, the within covenant shall insure to the benefit of such receiver.
14. The Mortgagee in any action to foreclose this Mortgage shall be entitled to the appointment of a receiver without notice, as a matter of right and without regard to the value of the mortgaged property, or the solvency or insolvency of the Mortgagor or other party liable for the payment of the Note and other indebtedness secured by this Mortgage.
15. The Mortgagor, within ten (10) day upon request in person or within twenty (20) days upon request by mail, will furnish promptly a written statement in form satisfactory to the Mortgagee, signed by the Mortgagor and duly acknowledged, of the amount then owing on the Note and other indebtedness secured by this Mortgage, and whether any offsets or defenses exist against such indebtedness of any part thereof.
16. The Mortgagor will give immediate notice by registered or certified mail to the Mortgagee of any fire, damage, or other casualty affecting the mortgaged property, or of any conveyance, transfer or change in


ownership of such property, or any part thereof.

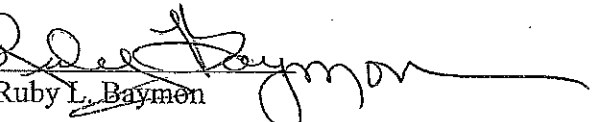
17. Notice and demand or request may be made in writing and may be served in person or by mail.
18. In case of foreclosure sale of the mortgaged property it may be sold in one parcel.
19. The Mortgagor will not assign the rents, if any, in whole or in part, from the mortgaged property, or any part thereof, without the prior written consent of the Mortgagee.
20. The Mortgagor is lawfully seized of the mortgaged property and has good right, full power and lawful authority to sell and convey the same in the manner above provided, and will warrant and defend the same to the Mortgagee forever against the lawful claims and demands of any and all parties whatsoever.
21. The Mortgagor hereby waives the benefit of all homestead exemptions, as to the debt secured by this Mortgage and as to any expenditure for insurance, taxes, levies, assessments, dues or charges incurred by the Mortgagee pursuant to any provision of this Mortgage.
22. This Mortgage is upon the **STATUTORY CONDITION**, for any breach of which, or for breach of any of the aforementioned provisions or conditions, or for default in making any monthly payment provided for herein or in the Note secured hereby and if such default is not made good prior to the due date of the next such installment, the holder may declare all sums secured hereby immediately due and payable, and the holder hereof shall have the **STATUTORY POWER OF SALE**.
23. The Mortgage and all the covenants, agreements, terms and conditions herein contained shall be binding upon and insure to the benefit of the Mortgagor and the heirs, legal representatives and assigns of the Mortgagor and, to the extent permitted by law, every subsequent owner of the mortgaged property, and shall be binding upon and insure to the benefit of the Mortgagee and its assigns. If the Mortgagor, as defined herein, consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and severally, and they shall be obligated jointly and severally under all the provisions hereof and under the Note. The word "**Mortgagee**" shall include any person, corporation or other party who may from time to time be the holder of this Mortgage. Wherever used herein the singular number shall include the plural, the plural number shall include the singular, and the use of the gender shall be applicable to all genders wherever the sense requires.

IN WITNESS THEREOF this mortgage has been duly signed and sealed by the Mortgagor on or as of the day and year first above written.

BY: 
Witness

BY: 
Clarence E. Baymon

BY: 
Witness

BY: 
Ruby L. Baymon

Commonwealth of Massachusetts

Hampden, ss

April 28, 2017

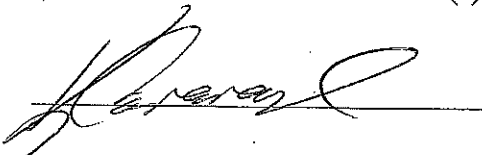
On this 28th day of April 2017, before me, the undersigned notary public, personally appeared, Clarence E. Baymon & Ruby L. Baymon, proved to me through satisfactory evidence of identification, which was, MA license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

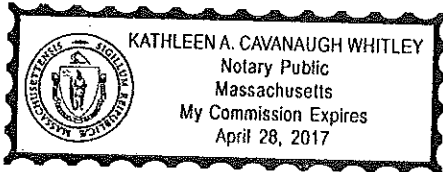
(as partner for _____, a corporation)

(as _____ for _____, a corporation)

(as attorney in fact for _____, the principal)

(as _____ for (a) (the) _____)

 (official signature and seal of notary).



Notary Public:
My Commission Expires:

The note secured by this Mortgage has:

A principal sum of \$34,425.00

A rate of interest of Zero (0%) percent.

The sum of \$34,425.00 with interest thereon at a rate of Zero (0.00%) per annum, is due and payable upon sale, lease or other transfer of any kind of the above-referenced property, or any part thereof without the prior written consent of the City, other than a transfer by will or by operation of the laws of descent and distribution.

Bill To
 COMMUNITY DEVELOPMENT
 1600 EAST COLUMBUS AVE
 SPRINGFIELD, MA
 01103

Requisition 17014867-00 FY 2017

Acct No:
 26401827-530105-64014
 Review:
 Buyer: lpl
 Status: Released

Vendor
 CLARENCE BAYMON
 40 MARSHALL STREET
 SPRINGFIELD, MA 01109
 USA

Ship To
 DISASTER RECOVERY 4TH FLOOR
 36 COURT STREET
 ROOM 405/411
 SPRINGFIELD, MA
 MLYNCH@SPRINGFIELDCITYHALL.COM

CF# 20170676

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/18/17	016782				COMMUNITY DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
001	CONTRACT# PENDING. CDBG-DR HOME REPAIR LOAN 40 MARSHALL STREET. CDBG-DR HOME REPAIR LOAN 40 MARSHALL STREET.	1.00 EACH	34425.00000	34425.00
1	26401827-530105-64014		34425.00	

Ship To
 DISASTER RECOVERY 4TH FLOOR
 36 COURT STREET
 ROOM 405/411
 SPRINGFIELD, MA

[Requisition Link](#)

Requisition Total 34425.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
26401827-530105-64014 DISASTER RECOVERY-HOUSING	34425.00 PROFESSIONAL SERVICES	378634.73

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Queued	05/18/17	Cathy Buono	
Pending		Melanie Acobe	
Pending		Christopher Fraser	
Pending		Jennifer Whisher	
Pending		Heather Potito	