

**MORTGAGE, SECURITY AGREEMENT AND
CONDITIONAL ASSIGNMENT OF LEASES AND RENTS**

This Mortgage is made this 30th day of November, 1989,
by and between COOPERATIVE FOR HUMAN SERVICES, INC., a
nonprofit corporation duly organized and existing in accordance
with Chapter 180 of the Massachusetts General Laws, with a
mailing address at 110 Pleasant Street, Malden, Massachusetts
02148 (the "Mortgagor") and BEDFORD HOUSING AUTHORITY, a body
politic and corporate duly organized and existing in accordance
with Chapter 121B of the Massachusetts General Laws, with a
mailing address at Ashby Place, Bedford, Massachusetts 01730
(the "Mortgagee").

ARTICLE I. DEFINITIONS

Mortgagor: The Mortgagor named herein and its successors in
title, each of which, during the term of this Mortgage, shall
be bound to keep, observe, and seasonably satisfy each of the
Mortgagor's covenants set forth herein.

Mortgagee: The Mortgagee named herein and any subsequent
holder of this Mortgage.

HIF Grant: The grant of \$60,000.00 to the Mortgagee pursuant
to the Grant Agreement between the Mortgagee and the
Commonwealth of Massachusetts acting by and through its
Executive Office of Communities and Development ("EOCD").

HIF Loan: The loan of \$60,000.00 to the Mortgagor by the
Mortgagee pursuant to the Development Loan Agreement.

Development Loan Agreement: The agreement by and between the
Mortgagee and the Developer setting forth the terms and
conditions of the HIF Loan.

Note: The promissory note of the Mortgagor in the amount of
\$60,000.00 payable to the order of the Mortgagee and endorsed
by the Mortgagee to the order of the Massachusetts Community
Economic Development Assistance Corporation.

MSD 12/19/89 10:44:58 262 43.00

Property: The mortgaged property as defined in Article II hereof.

HIF Project: The HIF Project as defined in Section 3 of the Development Loan Agreement.

Senior Lenders: The lender(s) set forth in Exhibit B hereto holding mortgages senior to this Mortgage.

Permitted Encumbrances: The liens and encumbrances set forth in Exhibit B hereto.

HIF Firm Commitment Letter: EOCB's letter dated April 24, 1989 setting forth the general terms of the HIF Grant.

ARTICLE II. GRANTING CLAUSE

The Mortgagor hereby irrevocably grants, mortgages, transfers and assigns to the Mortgagee, with MORTGAGE COVENANTS all the following property:

The parcel or parcels of land together with any improvements now or hereafter situated thereon, all as described in Exhibit "A" attached hereto and incorporated herein. Together with all buildings, structures and fixtures owned by the Mortgagor erected or placed in or on the property or now or hereafter attached to or used in connection therewith, including without limitation to the extent such constitute fixtures, all pipes, lines, conduits and other facilities for public or private utilities or services, all elevators, screens, doors, awnings, blinds, shades, floor coverings, furniture, furnishings, gas and electric fixtures, all heating, lighting, window cleaning, refrigerating, cleaning, plumbing, ventilating, air conditioning, sprinkling and incinerating equipment and all other items of whatsoever kind and nature reasonably necessary to the continued use and operation of the property. Together with all personal property owned by the Mortgagor and located on said property. Together with the entire interest of the Mortgagor in and to all and singular

the tenements, hereditaments, easements, rights of way, rights, privileges and appurtenances to said property, belonging or in any way appertaining thereto, and all right, title and interest of the Mortgagor in and to any streets, ways or alleys adjoining said property or any part thereof. Together with all proceeds paid for any damage to said property or any part thereof, or for any portion thereof appropriated for any character of public or quasipublic use in accordance with the provisions, terms and conditions hereinafter set forth. Together with all of the rents, issues, benefits and profits of said property as provided herein and all of the records and books of account now or hereafter maintained by the Mortgagor in connection with the operation thereof.

SUBJECT, HOWEVER, to those certain liens, encumbrances and other matters, if any, set forth in Exhibit B.

This conveyance is made for the purpose of securing:

(1) Performance of all obligations of the Mortgagor under the terms of the Note and all amendments, modifications or restatements thereof or substitutions therefor, including payment of all amounts due pursuant thereto.

(2) Performance of each and every obligation of the Mortgagor contained in this Mortgage and payment of all sums due hereunder.

(3) Performance of the obligations of the Mortgagor under the Development Loan Agreement.

ARTICLE III. COVENANTS AND WARRANTIES

The Mortgagor covenants, warrants and agrees as follows:

3.1 The Mortgagor has good record and marketable title to the Property in fee simple, free and clear of all liens and encumbrances except for the Permitted Encumbrances, and has the right to encumber the Property with the lien created by this instrument, which lien is subject only to the Permitted Encumbrances. The Mortgagor will defend the title hereto in any action affecting the rights of the Mortgagee hereunder and pay all costs of any such action (including, but not limited to, attorneys fees), whether or not such action (i) progresses to judgment, or (ii) is brought by or against the Mortgagee.

3.2 The Mortgagor shall perform and observe all of the terms and conditions of the following documents, including the obligation to make any payments as required therein:

- 3.2.1 the Note;
- 3.2.2 this Mortgage;
- 3.2.3 the loan documents of the Senior Lender(s);
and
- 3.2.4 the Development Loan Agreement.

3.3 The Mortgagor shall give notice to the Mortgagee of any notices received by it from any Senior Lender(s) relative to any default or delinquency under the loan documents of any

Senior Lender(s), and, upon the request of the Mortgagee, the Mortgagor shall inform the Mortgagee of the status of the Mortgage(s) of the Senior Lender(s). The Mortgagor shall not increase the amount of, amend, renew, extend or refinance any mortgage of the Senior Lender(s) without the prior written consent of the Mortgagee.

3.4 The Mortgagor shall pay or cause to be paid prior to the time when interest or penalties would accrue thereon all taxes, water, sewer and other utility charges, and all other charges or assessments relating to the Property or the materials stored thereon or therein and other charges and encumbrances which are or may become a lien upon the Property.

3.5 The Mortgagor shall keep the Property in good order, repair and condition, and will not permit, commit or suffer any waste, impairment, deterioration or environmental contamination of the Property or any part thereof; nor remove or alter anything which constitutes a part of the Property; and all construction on the Property shall comply with, and each and every part of the Property shall be maintained and used in accordance with (i) all lawful requirements and provisions, public or private, relating to the same or the use thereof, and

(ii) the requirements of all policies of insurance on the Property and of the local or National Boards of Fire Underwriters.

3.6 The Mortgagor represents and warrants to the Mortgagee that no oil, hazardous material, hazardous waste or hazardous substance (hereinafter collectively called "hazardous substances"), as those terms are defined by any applicable law, rule or regulation including without limitation, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sections 9601 et seq., and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sections 9601 et seq., has been or is being generated, stored, released or disposed of on, under or from the Property; the Mortgagor shall not release, or permit any release or threat of release, of any hazardous substances on the Property, nor generate or permit any hazardous substances to be generated on the Property; nor store or permit hazardous substances to be stored on the Property (unless a permit is issued therefor); and the Mortgagor shall provide the Mortgagee with prompt written notice: (a) upon the Mortgagor's becoming aware of any release or threat of release of any hazardous substances upon, under or from the Property;

(b) upon the Mortgagor's receipt of any notice from any federal, state, municipal or other governmental agency or authority in connection with any hazardous substance located upon or under the Property, or emanating from the Property; and
(c) upon the Mortgagor's obtaining knowledge of the incurring of any expense by any governmental authority in connection with the assessment, containment or removal of any hazardous substances located upon or under the Property or emanating from the Property;

3.7 The Mortgagor shall promptly repair, restore, rebuild, replace or alter as necessary any portion of the Property which may be damaged or destroyed by fire or other casualty, or taken by condemnation, as nearly as possible to the condition such improvements were in prior to such damage, destruction or taking, subject to the provisions of Articles V and VI of this Mortgage. The Mortgagor shall give the Mortgagee notice of any damage to such improvements within two (2) business days of any such occurrence.

3.8 The Mortgagor shall pay when due all claims for labor and materials affecting the Property.

3.9 The Mortgagor shall keep proper and separate books of account, and make, or cause to be made, full and true entries of all dealings and transactions of every kind relating to the

Property, which books and records will be open to inspection by the Mortgagee, its agents, accountants and representatives, at all reasonable times at the Property. The Mortgagor shall provide the Mortgagee with such financial information as the Mortgagee may request from time to time.

3.10 The Mortgagor shall comply with and observe its obligations as landlord under leases affecting the Property or any part thereof. The Mortgagor hereby assigns to the Mortgagee as additional security, conditional upon default and subject to the Mortgagor's prior assignment to the Senior Lenders, any and all leases for living units on the Property, whether now existing or hereafter created, including, without limitation, all rents, royalties, issues and profits of the Property from time to time accruing; and does agree that after a default hereunder beyond applicable grace periods and while such default continues, the Mortgagee may, subject to the rights of the Senior Lenders, modify and otherwise deal with all such leases or subleases with the same power and discretion which the Mortgagee would have if the Mortgagee were the owner of the Property free from any trust; and, in the event of default continuing beyond applicable grace periods, the Mortgagee shall also have the power, subject to the rights of the Senior Lender(s), to make, execute and deliver new leases

of all or any portion of the Property in the name of the Mortgagor, or in the name of any person or persons claiming under the Mortgagor on such terms and conditions as the Mortgagee may deem proper.

3.11 The Mortgagor, to the extent reasonably within its control, will maintain, preserve and renew all rights of way, easements, grants, privileges, licenses and franchises reasonably necessary for the use of the Property from time to time and will not, without the prior consent of the Mortgagee and the Senior Lenders, initiate, join in or consent to any private restrictive covenant or other public or private restriction as to the use of the Property. The Mortgagor shall, however, comply with all restrictive covenants which may at any time affect the Property, zoning ordinances and other public or private restrictions as to the use of the Property.

3.12 The Mortgagor hereby indemnifies, exonerates and holds harmless the Mortgagee from any and all liability, loss, cost, damage and expense, including attorneys' fees, which it may or shall incur or which may be asserted under or in connection with this Mortgage, the Note, the Development Loan Agreement or any other instrument given to secure the same or by reason of any action taken by the Mortgagee under the same.

ARTICLE IV. INSURANCE

4.1 The Mortgagor will at all times (a) keep the Property insured, for the mutual benefit of the Mortgagor and the Mortgagee, as their respective interests may appear, in amounts not less than 100% of the full replacement cost of the Property, against loss or damage by (i) fire, (ii) such other risks and hazards as now are or hereafter may be insured under standard "Extended Coverage" forms or endorsements, and (iii) such other risks of damage as the Mortgagee shall from time to time require; and (b) maintain general accident and public liability insurance against all claims for bodily injury, death or property damage occurring upon, in or about the Property, or any vault space or sidewalk adjoining the Property, or any area or passageway adjacent to the Property which is under the control of the Mortgagor, such insurance to afford protection to such limits as the Mortgagee may reasonably require.

4.2 All insurance shall be evidenced by valid and enforceable policies in form and substance, and issued by such insurers, as are approved by the Mortgagee. All such policies of insurance shall contain a standard non-contributory form of mortgage clause satisfactory to the Mortgagee, which clause shall name the Mortgagee as an additional insured as its interest may appear and provide that such policies may not be

cancelled or amended without at least thirty (30) days prior written notice to the Mortgagee, that the Mortgagee shall in no event be responsible for the payment of any premiums thereon or assessments thereunder, and that no act of negligence of the Mortgagor, its agents, servants or employees, or any tenant or other occupant of all or any portion of the Property which might otherwise result in a forfeiture of such insurance or any part hereof, shall in any way affect the validity or enforceability of such insurance insofar as the Mortgagee is concerned. Upon default, but subject to the provisions of the Note, the Mortgagee may act either in its name or as attorney for the Mortgagor (for that purpose by these presents duly authorized and appointed with full power of substitution and revocation) in obtaining, adjusting, settling, and cancelling such insurance and endorsing any drafts in payment of any loss. All of the foregoing policies shall be assigned to the Mortgagee upon request.

ARTICLE V. DAMAGE BY FIRE OR OTHER CASUALTY

If by reason of any damage or destruction to the Property, any sums are paid under any insurance policy mentioned in or contemplated by Article IV hereof, such proceeds shall be paid to the Mortgagee alone, as its interest may appear, to be

applied toward reimbursement of all costs and expenses of the Mortgagee in collecting such proceeds, and, at the option of the Mortgagee, either toward payment of the indebtedness secured hereby or any portion thereof, whether or not due and payable, or to the repair, restoration, rebuilding or replacement of that part of the Property so damaged or destroyed; provided, however, if any Senior Lender determines to apply its insurance proceeds to reconstruction of the Property, the Mortgagee shall apply its proceeds to such reconstruction, in proportion to the amounts applied by the Senior Lenders.

ARTICLE VI. CONDEMNATION

The Mortgagor hereby assigns, transfers and sets over to the Mortgagee, subject to prior assignment to the Senior Lenders, all rights of the Mortgagor to any award or payment in respect of (i) any taking of all or a portion of the Property as a result of, or by agreement in anticipation of, the exercise of the right of condemnation or eminent domain, and (ii) any damage to the Property due to governmental action, but not resulting in a taking of any portion of the Property, such as, without limitation, the changing of the grade of any street adjacent to the Property. The Mortgagor hereby agrees to file

and prosecute its claim or claims for any such award or payment in good faith and with due diligence and cause the same to be collected and paid over to the Mortgagee, and hereby irrevocably authorizes and empowers the Mortgagee, if the Mortgagor does not so prosecute its claim, in the name of the Mortgagor or otherwise, to collect and receive any such award or payment and to file and prosecute such claims. All proceeds received by the Mortgagee with respect to a taking of the Property or with respect to damage to the Property from governmental action not resulting in a taking of the Property, shall be applied in the Mortgagee's discretion and in such order as the Mortgagee shall determine; provided, however, if any Senior Lender determines to apply its proceeds or award to reconstruction of the Property, the Mortgagee shall apply its proceeds or award to such reconstruction, in proportion to the amounts applied by the Senior Lender.

ARTICLE VII. DEFAULT PROVISIONS

The happening and continuance for the period, if any, hereinafter indicated, of any of the following events shall constitute an Event of Default hereunder:

7.1 Failure of the Mortgagor to pay any amount due under or with respect to the Note when due thereunder or failure of

the Mortgagor to pay real estate taxes, utility charges or insurance premiums as required by Section 3.4 and Article IV hereof.

7.2 Failure of the Mortgagor to perform any of its obligations, covenants, or agreements contained in this Mortgage (other than an obligation to pay the Mortgagee) or in any other instrument now or hereafter securing the Note or evidencing the indebtedness secured hereby, all of which are hereby incorporated as if set forth at length and the continuance of such failure for thirty (30) days after written notice thereof from the Mortgagee to the Mortgagor; provided, however, that if the curing of such default cannot be accomplished with due diligence within said period of thirty (30) days then within such reasonable period of time as may be necessary provided the Mortgagor shall have commenced to cure such default within said period, such cure shall have been diligently prosecuted by the Mortgagor thereafter to completion, and the Mortgagee reasonably does not deem this Mortgage jeopardized by such further delay.

7.3 Failure of the Mortgagor to perform any of the obligations, covenants, or agreements contained in the Development Loan Agreement, the loan documents of the Senior Lender(s) or any other document(s) now or hereafter securing

the loans of the Senior Lender(s), all of which are hereby incorporated as if set forth at length, and the continuance of such failure for applicable grace periods.

7.4 The Property is materially injured or destroyed by fire or otherwise or the Property is taken by eminent domain and the Premises are not promptly repaired, restored, rebuilt, replaced or altered as required in Article 3.7 hereof.

7.5 The Mortgagor becomes insolvent (however such insolvency may be evidenced); or makes an assignment for the benefit of creditors; or is adjudicated a bankrupt; or admits in writing its inability generally to pay its debts as they become due.

7.6 A trustee, custodian or receiver of the Mortgagor's business, or any substantial part of the Mortgagor's assets, is appointed by or at the behest of the Mortgagor or, if appointed in a proceeding brought against the Mortgagor, the Mortgagor approves of, consents to, or acquiesces in such appointments or such trustee or receiver is not discharged within thirty (30) days.

7.7 Any proceedings involving the Mortgagor are commenced by or against the Mortgagor under any bankruptcy or reorganization arrangement, probate, insolvency, readjustment of debt, dissolution or liquidation law of the United States,

or any state, but if such proceedings are instituted against the Mortgagor no Event of Default shall be deemed to have occurred hereunder unless the Mortgagor either approves, consents to, or acquiesces in such proceedings, or such proceedings are not dismissed within thirty (30) days.

7.8 Any judgment, warrant, writ of attachment, or any similar process (in an amount exceeding \$10,000 or, when added together with multiple claims, exceeds \$10,000) is extended or filed against the Mortgagor or against any of the Mortgagor's property or assets, and is not vacated, bonded or stayed within thirty (30) days.

7.9 Any assignment of the Mortgagor's interest in this Mortgage or the Note or any sale, lease (other than as permitted herein), assignment or other transfer of the Property is made by the Mortgagor without the prior written consent of the Mortgagee.

7.10 Any representation or warranty made herein by the Mortgagor or in any report, certificate, financial statement or other instrument furnished in connection with this Mortgage is not true in any material respect.

7.11 Any change in the legal or beneficial interest of the Mortgagor without the prior written consent of the Mortgagee or the dissolution or termination of existence of the Mortgagor.

ARTICLE VIII. RIGHTS AND REMEDIES OF THE MORTGAGEE

8.1 Upon the occurrence of any Event of Default hereunder, the Mortgagee, at its option, without presentment, demand, protest or notice of any kind, may declare the indebtedness evidenced by the Note and secured by this Mortgage immediately due and payable.

8.2 Upon the occurrence of any Event of Default hereunder but subject to the provisions of the Note:

8.2.1 The Mortgagee, at its option, without obligation to do so, without notice to, or demand on, the Mortgagor and without releasing the Mortgagor from any liability under the Note or this Mortgage, may make any payment or perform any act which the Mortgagor is obligated to pay or do under the terms of this Mortgage.

8.2.2 In exercising any of the rights set forth under subsection 8.2.1 above, the Mortgagee may incur any liability and expend whatever amounts it may deem necessary. All such amounts, without notice or demand, shall be immediately due and payable to the Mortgagee by the Mortgagor with interest thereon, to the extent permitted by law, at the interest rate of eighteen percent (18%) per annum, and shall be secured hereby.

8.3 In the event the Mortgagor shall fail to pay any installment of indebtedness due any of the Senior Lender(s) on or before the same shall become due and payable, the Mortgagee shall have the right (but shall not be obligated) to make any such payment directly to such Senior Lender and any sums so advanced shall be and become a part of the obligations secured hereby; upon any default under any of the loan documents of the Senior Lender(s), the Mortgagee may (but shall not be obligated to) pay any sum which may be in default to such Senior Lender or advance any sum for the purpose of curing any default under the loan documents of the Senior Lender(s), and any sum or sums so advanced shall be and become a part of the obligations secured hereby; the curing by the Mortgagor of any default under the loan documents of the Senior Lender(s) as aforesaid shall not constitute the curing of the default hereunder which occurred by virtue of the default under such loan documents of the Senior Lender(s).

8.4 Upon the occurrence of any Event of Default hereunder, the Mortgagee, at its option, without notice, without any liability to the Mortgagee, to the extent permitted by law and without regard to the adequacy of the security for said debt, but only in accordance with the provisions of the Note, may:

8.4.1 Enter upon and take possession of the Property (with or without bringing any action or proceeding in court); or

8.4.2 Subject to the loan documents of the Senior Lender(s), demand or receive payment of all rents, benefits and profits of the Property, including those past due and unpaid (whether or not the Mortgagee has taken possession of the Property); or

8.4.3 Subject to the loan documents of the Senior Lender(s), have a receiver immediately appointed for the Property and the earnings, revenues, rents, issues, profits and other income thereof and therefrom, with all such powers as the court making such appointment shall confer.

8.5 If the Mortgagee enters upon and takes possession of the Property as provided in Section 8.4, the Mortgagee may operate and manage the Property and perform any acts which the Mortgagee, in its sole discretion, deems necessary or desirable to protect and preserve the rentability, increase the income, or conserve the value of the Property. The Mortgagee shall have no liability for any action or inaction while in possession of the Property so long as such action or inaction is taken or refrained from being taken in good faith and in the absence of gross negligence.

8.6 Upon the occurrence of any Event of Default hereunder:

8.6.1 Subject to the loan documents of the Senior Lender(s), the Mortgagee may, if and to the extent and in the manner permitted by law, itself, or by such agents and attorneys as it may appoint, with or without entry or taking possession, but only in accordance with the provisions of the Note, sell the Property as an entirety or in such separate lots, units or parcels as the Mortgagee may determine, at public or private sale and, except as otherwise provided by law, at such place or places (whether or not the Mortgagor be present), at such time or times, upon such terms (including credit, whether secured or unsecured) and upon such notice (by publication or otherwise), if any, as the Mortgagee in its discretion may determine.

8.6.2 The Mortgagee is irrevocably appointed the agent and attorney-in-fact of the Mortgagor in its name and stead and on its behalf, for the purposes of effectuating any sale for the enforcement of this Mortgage, whether under the power of sale hereby given or pursuant to judicial proceedings or otherwise, to execute and deliver all such deeds, conveyances, bills of sale, assignments, transfers and other instruments as the Mortgagee may

consider necessary or appropriate, and to substitute one or more persons with like power, the Mortgagor hereby ratifying and confirming all that the Mortgagee, or such substitute or substitutes, shall lawfully do by virtue thereof.

8.6.3 This Mortgage is upon the STATUTORY CONDITION and upon the occurrence of any Event of Default hereunder the Mortgagee shall have the STATUTORY POWER OF SALE in accordance with the foregoing provisions.

8.7 No remedy herein conferred upon the Mortgagee shall be exclusive of any other remedy herein or by law provided or permitted, but such shall be cumulative and in addition to every other remedy given herein or now or hereafter existing at law.

ARTICLE IX. MISCELLANEOUS PROVISIONS

9.1 Without affecting the liability of the Mortgagor or any other person (except any person expressly released in writing) for the performance of any obligations set forth in the Note, the Development Loan Agreement and in this Mortgage, and without affecting the lien or other rights of the Mortgagee with respect to any property or other security not expressly released in writing, the Mortgagee at any time, and from time

to time, either before or after maturity of the Note, and without notice or consent, may:

9.1.1 Make any agreement extending the time, or otherwise altering the terms of payment of the amounts due under the Note, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien securing payment of the Note;

9.1.2 Exercise or refrain from exercising, or waive any right the Mortgagee may have;

9.1.3 Accept additional security of any kind;

9.1.4 Release or otherwise deal with any property, real or personal, securing said debt, including all or any part of the Property.

9.2 In the event the Mortgagor conveys its interest in the Property to parties not appearing in this instrument (without implying any right of the Mortgagor to do so without the Mortgagee's consent), the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this Mortgage and the Note secured hereby, either by way of forbearance on the part of the Mortgagee or extension of the time of payment of the debt or any sum hereby secured, without in any way modifying or affecting the conveyance under this Mortgage or the original liability of the

Mortgagor or any other party on the Note secured hereby, either in whole or in part.

9.3 In case any one or more of the provisions contained in the Note or in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof or thereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included.

9.4 All notices, requests, demands, consents or other communications given hereunder or in connection herewith shall be in writing and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed to the party to receive such notice at its address first set forth above. Either party may, by notice given as aforesaid, change its address for all subsequent notices. Notices shall be deemed given when mailed as aforesaid.

9.5 The Mortgagee and its agents may enter and inspect the Property during usual business hours.

9.6 This instrument shall inure to and bind the successors and assigns of the parties hereto. The Mortgagor hereby acknowledges and accords full recognition to the endorsement

and assignment of the Note, the Development Loan Agreement and this Mortgage by the Mortgagee to the MASSACHUSETTS COMMUNITY ECONOMIC DEVELOPMENT ASSISTANCE CORPORATION, 19 Temple Place, Boston, Massachusetts 02123, pursuant to the Assignments of even date and recorded herewith. This Mortgage may not be waived, changed or discharged orally, but only by an agreement in writing signed by the party against whom any waiver, change or discharge is sought.

9.7 It is understood and agreed that the validity, construction and interpretation of this Mortgage will be in accordance with the laws of the Commonwealth of Massachusetts.

Witness our hands and seals this 30th day of November 1989.

COOPERATIVE FOR HUMAN SERVICES, INC.

BY: Charles Howard
Charles Howard
Its President
Hereunto duly authorized

~~BY: _____
Henry Owen
Its Treasurer
Hereunto duly authorized~~

COMMONWEALTH OF MASSACHUSETTS

County of ~~MIDDLESEX~~

Not. 50, 1989

Then personally appeared the above-named Charles Howard ~~and Henry Owen~~, President ~~and Treasurer~~, respectively, of Cooperative for Human Services, Inc., and acknowledged the foregoing instrument to be the free act and deed of said corporation.

Mark J. Ruffa
Notary Public

My Commission Expires: 7/9/93

The Mortgagee joins in the execution hereof for the purpose but only for the purpose of securing the benefits of a Security Agreement under the provisions of the Uniform Commercial Code covering all personal property of the Mortgagor described in the within Mortgage, Security Agreement and Conditional Assignment of Leases and Rents together with any additions thereto or substitutions or replacements therefor.

BEDFORD HOUSING AUTHORITY

By: William S. Moonan
William S. Moonan
Its Chairman
Hereunto duly authorized

KBSP:231

711-22

Mortgage, Security Agreement And
Conditional Assignment Of Leases And Rents

EXHIBIT A

LEGAL DESCRIPTION

A certain parcel of land with the buildings thereon situated on Old Billerica Road in said Bedford, shown as Lot 14A on a plan entitled, "Plan of Land, Bedford, Mass. Owned by Norina Giaccarini, Scale 1" = 50', Jan. 14, 1963, Joseph W. Moore, Inc., Reg. Land Surveyor, Bedford, Mass.", recorded with Middlesex Registry of Deeds, South District, at the end of Book 10206, and bounded and described as follows:

WESTERLY	by Old Billerica Road by two courses, fifty-four (54) feet and two hundred eighteen and 02/100 (218.02) feet, respectively, a total distance of two hundred seventy-two and 02/100 (272.02) feet, as shown on said plan;
NORTHWESTERLY & NORTHERLY	by Old Billerica Road and Noreen Drive on a curving radius of 25.15', a distance of thirty-nine and 06/100 (39.06) feet, as shown on said plan;
NORTHERLY	by Noreen Drive, a distance of twenty-five and 34/100 (25.34) feet, as shown on said plan;
NORTHEASTERLY	by land now or formerly of Giaccarini, a distance of three hundred seventy-five and 11/100 (375.11) feet as shown on said plan;
NORTHERLY	by land now or formerly of Giaccarini, a distance of one hundred sixty-five (165) feet, as shown on said plan;
EASTERLY	by land now or formerly of Giaccarini, a distance of two hundred thirteen (213) feet, as shown on said plan; and
SOUTHWESTERLY	by lot 14B, a distance of four hundred forty-three and 11/100 (443.11) feet, as shown on said plan.

Containing 60,222 square feet, according to said plan.

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Mortgage, Security Agreement And
Conditional Assignment Of Leases And Rents

EXHIBIT B

LIENS AND ENCUMBRANCES

Mortgage from Cooperative for Human Services, Inc. to
Lexington Savings Bank in the amount of \$177,200.00 dated
January 29, 1988 and recorded in the Middlesex South District
Registry of Deeds on January 29, 1988 as instrument number 718.

KBSP:414

711-22

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