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# BOTH WAYS

Development: Heritage at Bedford Springs  
MassHousing No. 05-015



2023 00142079

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----- Above Space is Reserved for Recording Information -----

## DISCHARGE OF FIRST MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT (FIXTURE FILING) AND ASSIGNMENT OF LEASES AND RENTS; REGULATORY AGREEMENT; and UCC-1 FINANCING STATEMENT

MASSACHUSETTS HOUSING FINANCE AGENCY, a body politic and corporate, organized and operated under the provisions of Chapter 708 of the Acts of 1966 of the Commonwealth of Massachusetts, as amended ("MassHousing"), is the holder of the following, recorded in the Middlesex County (South) Registry of Deeds (the "Registry") and the Middlesex County (South) District of the Land Court (the "Land Court"):

48 Middlesex Turnpike, Bedford, MA

- (a) Mortgage Security Agreement, Financing Statement (Fixture Filing) and Assignment of Leases and Rents from Heritage Middlesex Turnpike, LLC to MassHousing, dated June 23, 2008 in the original principal amount of \$28,500,000, and recorded with the Registry on July 2, 2008 in Book 51402, Page 192, and filed with the Land Court on July 2, 2008 as Document No. 01476932 under Certificate of Title No. 235072; as affected by an Assignment and Assumption Agreement dated August 5, 2008, and recorded with the Registry on August 6, 2008 at Book 51544, Page 204, and filed with the Land Court on August 6, 2008 as Document No. 01479657 under Certificate of Title No. 242465 (collectively, the "Mortgage");
- (b) Regulatory Agreement between Heritage Middlesex Turnpike, LLC and MassHousing, dated June 23, 2008, recorded with the Registry on July 2, 2008 in Book 51402, Page 231, and filed with the Land Court on July 2, 2008 as Document No. 01476933 under Certificate of Title No. 235072; as affected by an Assignment and Assumption Agreement dated August 5, 2008, and recorded with the Registry on August 6, 2008 at Book 51544, Page 204, and filed with the Land Court on August 6, 2008 as Document No. 01479657 under Certificate of Title No. 242465 (collectively, the "Regulatory Agreement"); and,
- (c) UCC-1 Financing Statement naming Heritage Middlesex Turnpike, LLC as Debtor and MassHousing as Secured Party, recorded on July 2, 2008 with the Registry in Book 51402, Page 292, as affected by UCC Financing Statement Amendment, recorded on October 6, 2008 with the Registry in Book 51544, Page 215 (collectively, the "UCC-1 Financing Statement").

Please Return To:  
MassHousing  
One Beacon Street  
Boston, MA 02108  
Attn: Legal Dept.

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MassHousing hereby discharges and terminates the Mortgage and the UCC-1 Financing Statement. MassHousing further hereby discharges and terminates the Regulatory Agreement; provided, however, that, in accordance with Section 5(f) thereof, the terms and conditions of Section 5 of the Regulatory Agreement, entitled "Loan Prepayment - Tenant Protections," shall remain in full force and effect until the expiration of the Transition Period, as defined therein, unless and until such compliance is no longer required pursuant to the terms of Section 5(f) thereof.


*[The remainder of this page is intentionally blank. Signature page follows.]*

[Heritage at Bedford Springs - Discharge: MassHousing Signature Page and Notary Block]

Executed as an instrument under seal as of this 21<sup>st</sup> day of November 2023.

MASSACHUSETTS HOUSING FINANCE AGENCY

By:

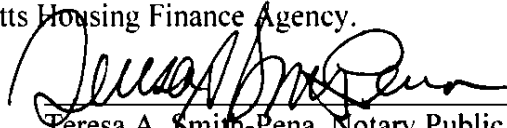
  
Name: Colin M. McNiece

Title: General Counsel

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

On this 21<sup>st</sup> day of November 2023, before me, the undersigned notary public, Colin M. McNiece personally appeared, proved to me through satisfactory evidence of identification, which was: [ ] at least one current document issued by a federal or state government agency bearing the photographic image of the signatory's face and signature, [ ] the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to me and who personally knows the signatory, or [X] identification of the signatory based on my personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as General Counsel of the Massachusetts Housing Finance Agency, a body politic and corporate organized and operated under the provisions of Chapter 708 of the Acts of 1966 of the Commonwealth of Massachusetts, as amended, as the voluntary act of the Massachusetts Housing Finance Agency.

  
Teresa A. Smith-Pena, Notary Public  
My Commission Expires: 01/24/2025

