

BIDDER'S PACKAGE

**PUBLIC AUCTION OF PROPERTY KNOWN AS:
111 SAGAMORE STREET, LYNN, MASSACHUSETTS**

AUGUST 30, 2012 AT 11:00 a.m.

**PREPARED FOR U.S. BANK NATIONAL ASSOCIATION AS INDENTURE TRUSTEE
ON BEHALF OF WATERFALL VICTORIA MORTGAGE TRUST 2011-SBC3:**

**JAMES C. FOX, ESQ.
RUBERTO, ISRAEL & WEINER, P.C.
255 STATE STREET, 7TH FLOOR
BOSTON, MA 02109
(617) 742-4200**

**THIS BIDDER'S PACKAGE IS PROVIDED FOR INFORMATIONAL PURPOSES
ONLY AND ITS CONTENTS ARE NOT REPRESENTED OR WARRANTED TO
BE TRUE AND COMPLETE. INTERESTED PARTIES SHOULD MAKE THEIR
OWN INQUIRIES AS TO ANY AND ALL MATTERS THEY DEEM RELEVANT.**

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09/28/2006 15:58:00 MTG Pg 1/16

Copy of Recorded Document

After Recording Return To:
BARRON & STADFELD, P.C.
100 Cambridge St., Suite 1310
Boston, MA 02114
JKB/File No. 20209-1149
Loan No. 0202978656

Property Address:
111 Sagamore Street
Lynn, Massachusetts 01902

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 9, 11, 16, 17 and 18. Certain rules regarding the usage of words used in this document are also provided in Section 14.

- (A) "Security Instrument" means this document which is dated September 28, 2006, together with all Riders to this document.
- (B) "Borrower" is Enkeleida Valle of 18 May Street, Salem, Massachusetts 01970. Borrower is the mortgagor under this Security Instrument.
- (C) "Lender" is GreenPoint Mortgage Funding, Inc. Lender is a New York corporation organized and existing under the laws of New York. Lender's address is 100 Wood Hollow Drive, Novato, CA 94945. Lender is the mortgagee under this Security Instrument.
- (D) "Note" means the promissory note signed by Borrower and dated September 28, 2006. The Note states that Borrower owes Lender TWO HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED AND 00/100 Dollars (\$292,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than October 1, 2036.
- (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following riders are to be executed by Borrower. [check box as applicable]:

- | | | | | | |
|-------------------------------------|-----------------------|--------------------------|--------------------------------|-------------------------------------|-----------------------|
| <input checked="" type="checkbox"/> | Adjustable Rate Rider | <input type="checkbox"/> | Condominium Rider | <input type="checkbox"/> | Second Home Rider |
| <input type="checkbox"/> | Balloon Rider | <input type="checkbox"/> | Planned Unit Development Rider | <input checked="" type="checkbox"/> | Commercial Loan Rider |
| <input type="checkbox"/> | 1-4 Family Rider | <input type="checkbox"/> | Bi-Weekly Payment Rider | <input type="checkbox"/> | Other(s) |

- (H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (I) "Community Association Dues, Fees and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (K) "Escrow Items" means those items that are described in Section 3.
- (L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under coverages described in Section 5) for (i) damage to, or destruction of,

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the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation or; (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

- (M) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (N) "Successor in Interest of Borrower" means that any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of the Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in the County of Essex, Massachusetts:

The premises described in Exhibit A attached hereto and made a part hereof.

which currently has the address of 111 Sagamore Street, Lynn, Massachusetts 01902 ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM CONVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check; bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 13. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in

the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; and (c) premiums for any and all insurance required by Lender under Section 5. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 8. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 8 and pay such amount and Borrower shall then be obligated under Section 8 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 13 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by the Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect

such determination of certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earning on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 19 or otherwise, Borrower hereby assigns to Lender (a) Borrower's right to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund or unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

7. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially

false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

8. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 8, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 8.

Any amounts disbursed by Lender under this Section 8 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

9. Assignment of Miscellaneous proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earning on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to the Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

"Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

11. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that co-signer's consent.

Subject to the provisions of Section 16, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 17) and benefit the successors and assigns of Lender.

12. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from the Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note.) Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

13. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be

deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

14. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

15. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

16. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 16, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If the Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 13 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

17. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

18. Hazardous Substances. As used in this Section 18: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of Hazardous Substance which adversely affects the value of the Property. If Borrower learns,

or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. If the Borrower shall default under this Security Instrument or under the Loan, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the STATUTORY POWER OF SALE and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

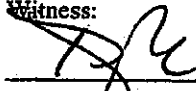
If Lender invokes the STATUTORY POWER OF SALE, Lender shall mail a copy of a notice of sale to Borrower, and to other persons prescribed by Applicable Law, in the manner provided by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

20. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.


21. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider(s) executed by Borrower and recorded with it.

Witness:



Rachel D. Baine



Enkeleida Valle

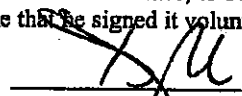
[Space Below This Line For Acknowledgment]

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF ESSEX, ss.

September 28, 2006

On this 28th day of September, 2006, before me, the undersigned Notary Public, personally appeared Enkeleida Valle, proved to me through satisfactory evidence of identification, which was a driver's license, 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.



Official Signature and Seal of Notary Public
My Commission Expires: 8/14/09

371993

**ADJUSTABLE RATE RIDER
(5 Year Treasury Index -Rate Caps)**

THIS ADJUSTABLE RATE RIDER is made this 28th day of September, 2006 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to GreenPoint Mortgage Funding, Inc. (Commercial Dept.), 470 Totten Pond Road, Waltham, MA 02451 (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

111 Sagamore Street, Lynn, Massachusetts 01902
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.875%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of October, 2011, and on that day every 60th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of five years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest by adding 2.5% to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.875% or less than 2.875%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2%) from the rate of interest I have been paying for the preceding 60 months. My interest rate will never be greater than 12.875 % or less than 2.875%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

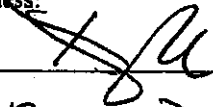
(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any questions I may have regarding the notice.


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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Witness:



Rachel D. Baime



Enkeleida Valle

371994

COMMERCIAL LOAN RIDER

THIS COMMERCIAL LOAN RIDER is made this 28th day of September, 2006 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Loan to GreenPoint Mortgage Funding, Inc. 470 Totten Pond Road, Waltham, MA 02451 (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

111 Sagamore Street, Lynn, Massachusetts 01902
[Property Address]

COMMERCIAL LOAN COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all or which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this Commercial Loan Rider and Security Instrument as the "Property".

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in an amount equal to twelve (12) months principal and interest payments due under the Note and twelve (12) months of Escrow Items required under this Security Instrument in addition to the other hazards for which insurance is required by Section 5.

E. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

F. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Borrower's default and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

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If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 8.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

H. DRAGNET PROVISION. In addition to securing the Borrower's Loan, this Security Instrument secures the payment and performance of all other obligations, debts and liabilities of Borrower to Lender (whether such obligations, debts or liabilities are direct or indirect, absolute or contingent, due or to become due, joint or several, and whether now existing or hereafter arising) and the performance of all agreements, conditions, provisions and undertakings contained in this Security Instrument and all agreements, conditions, provisions and undertakings contained in the Borrower's Loan, and any extensions, modifications or renewals thereof, including any increase in the interest rate on the Loan agreed to by the Borrower and the Lender who reserve the right to make such agreement, modification or change against any other party having any interest in the title to the Property.

I. LICENSES AND PERMITS. The Borrower shall retain in full force and effect and not to allow to lapse or be revoked such licenses, permits and allowances as have been issued by any authority for the use, benefit and enjoyment of the Property.

J. LEASES. The Borrower shall not execute any lease providing for the payment of, nor to receive, rent for more than one month in advance, other than last month's rent and one month's security deposit; the Borrower shall not enter into any lease other than in the ordinary course of business containing usual and customary terms for the type of property being let without the Lender's prior written consent.

K. OPERATING STATEMENTS. During the term of this Security Instrument, the Borrower shall deliver to the Lender by October 15th in each year during the Loan term: (1) an updated rent roll with copies of any new leases at the Property not previously supplied to the Lender, and (2) an income and expense statement showing the Net Operating Income as defined in Paragraph N of this Commercial Loan Rider.

L. USE OF PROPERTY AND PROCEEDS. The Borrower agrees that neither the Borrower nor any other party directly or indirectly liable on the Loan, resides or intends to reside at the Property as a principal residence and that the proceeds of the Loan have not and will not be used by the Borrower or by any other party directly or indirectly liable on the Loan, for personal, family or household purposes, the Borrower hereby representing and warranting that such proceeds were and are solely for business purposes.

M. CURRENT FINANCIAL STATEMENTS. The Borrower warrants and represents that the most current financial statements of the Borrower submitted to the Lender in connection with the Borrower's application for the Loan are true and complete in all material respects and there has been no adverse change in the financial conditions contained therein since the date of such statements.

~~**N. APPRAISALS/LOAN TO VALUE AND INCOME AGREEMENT.** The Borrower agrees to provide to the Lender upon Lender's request reappraisal(s) of the Property, or any portion thereof, conducted by licensed appraisers or appraisal firms acceptable to the Lender from time to time as requested by the Lender at Borrower's cost, but not less frequent than the date on which the interest rate on the Loan is adjusted. If at any time the outstanding principal amount of the Loan exceeds seventy-five percent (75%) of the value of the Property (in each case value being determined by the Lender in its sole and unfettered discretion), then the Lender may, at its option, require the Borrower (1) pay to Lender a sum sufficient to reduce the principal balance of the Loan to reduce the Loan to Value ratio (as defined below) to seventy-five percent (75%) or less or provide the Lender with additional collateral (the "Additional Collateral") satisfactory to the Lender. The inability of the Borrower to provide such Additional Collateral or reduce the principal balance of the Loan within sixty (60) days following request by the Lender shall be, at the Lender's option, an event of default under the Security Instrument. As used herein, "Loan to Value ratio" means and refers to the ratio of the then outstanding principal balance of the Loan to the aggregate of the value of the Property and the value of any Additional Collateral in excess of any prior liens (in each case value being determined by the Lender in its sole and absolute discretion).~~

The Borrower covenants and agrees that during the term of this Security Instrument so long as the indebtedness secured hereby is outstanding, the Borrower will not permit the Net Operating Income (as hereinafter defined) to be less than 1.20 of Debt Service Charges (as hereinafter defined), measured at the end of each calendar year. "Net Operating Income" shall be defined as the amount by which the gross cash receipts of the Borrower from the Property for any calendar year exceeds all operating costs and expenses incurred in the operation of the Property, including, without limitation, real estate taxes and betterment assessments, a 4% management fee for the Property, a 5% vacancy factor, and cash security deposits from tenants returned to tenants in cash to the extent the same were included as part of gross cash receipts for such calendar year. Net Operating Income shall be determined on a cash basis, modified as described above. "Debt Service Charges" shall be defined as for the relevant calendar year, the sum of the expenses of the Borrower for such period for interest payable with respect to the indebtedness secured hereby and for fees payable hereunder under the Loan, in each case determined in accordance with generally accepted accounting principles.

O. PERSONAL PROPERTY SECURITY AGREEMENT AND FIXTURE FILING. The Borrower hereby grants to the Lender a security interest in and to all the following property (the "personal property"), and all additions, accessions, substitutions, and replacements thereto and thereof, all products therefrom and proceeds thereof (both cash and non-cash): all fixtures, furnishings, equipment, machinery, (but excluding moveable construction equipment) accounts, contract rights, documents, instruments, proceeds of insurance, general intangibles and articles of personal property owned by the Borrower which are attached to, stored at, appurtenant to or used in connection with the Property, together with any and all additions, accessions or replacements thereto and substitutions therefor; all proceeds of any character from the sale, exchange, or other disposal of said fixtures, furnishings, equipment or articles of personal property; all present and future rents, issues and profits of the said Property; all prior, pending and future tax abatements thereon and all leases and tenancies affecting the Property; and all contracts, permits and licenses respecting the use, operation and maintenance of the Property, and including (without limitation, express or implied), the following: (1) all inventory, including all goods, raw materials, parts, work in process, finished and otherwise, and other tangible personal property acquired and held by Borrower for processing, sale or use or consumption in Borrower's business; (2) all machinery, equipment, (but excluding

moveable construction equipment) motor vehicles, furniture, furnishings, fixtures, tools, signs, appliances and supplies of goods and materials of every type, nature and description, including (without limitation, express or implied) all such items however the same are at any time installed or placed and used within the Property; (3) all leasehold estates and rights, title and interests herein; (4) all general intangibles, including (without limitation, express or implied), name, goodwill, customer lists, trade secrets, copyrights, trademarks, patents, licenses, permits and governmental authorizations; and all accounts and accounts receivable, contract rights, documents, instruments, chattel paper; and all construction, engineering, architectural, sales, marketing and other contracts, rights, plans, surveys, documents, books, records and other matters applicable to the Property and all other general intangibles of every type, nature and description, including, without limiting the generality of the foregoing, all condominium documents and plans relating thereto, all purchase and sale agreements relating to the units to be sold at the Property, and all deposits paid on account thereof; (5) all claims for any federal, state, county or municipal tax refund, rebate or allowance, and all awards or claims for damages arising from eminent domain takings or proceedings; (6) all items of property, deposits and credits of Borrower in the actual or constructive possession of the Lender, whether in safe keeping, custodial, agency or other manner of holding; (7) all other assets of every type, nature and description used or usable, directly or indirectly, in the operation by Borrower of any of its present or future business activities, including (without limitation, express or implied) the business of operating the Property.

Upon the request of the Lender hereof, the Borrower (1) will promptly cause this Security Instrument or financing statements to be recorded and re-recorded, registered and re-registered, filed and refiled at such times and places as may be required by law or deemed advisable by the Lender to create, preserve or protect the lien hereof upon the personal property or any part thereof, and (2) will from time to time do and cause to be done all such things as may be required by the Lender or required by law, including all things which may from time to time be necessary under the U.C.C. fully to create, preserve and protect the Lender's lien upon the personal property. The Borrower hereby irrevocably appoints the Lender as the Attorney-in-Fact of the Borrower to execute, acknowledge and deliver for and on behalf of the Borrower all such instruments as may be required by the Lender in the event that the Borrower otherwise fails or refuses to so execute and deliver such instruments. This document shall constitute a Fixture Filing under Article 9 of the Uniform Commercial Code. The Borrower warrants and represents that the state of its organization or, to the extent not organized under state law, its principal place of residence is set forth in Paragraph (B) on Page 1.

P. JURISDICTION AND VENUE. This Security Instrument has been negotiated and accepted in, and shall be deemed to have been made in the Commonwealth of Massachusetts and the validity of this Security Instrument, its construction, interpretation and enforcement, and the rights of the parties hereunder, shall be determined under, governed by, and construed in accordance with the laws (and not the law of conflicts) of the Commonwealth of Massachusetts, except for procedural law dealing with foreclosure which shall be governed by the laws of the state in which the Property is located. All parties submit to the jurisdiction of the courts of the Commonwealth of Massachusetts sitting in the County of Middlesex with regard to any dispute arising under the Security Instrument or the Loan.

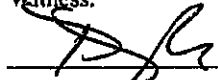
Q. WAIVER OF JURY TRIAL. The Borrower makes the following waiver knowingly, voluntarily, and intentionally, and understands that the Lender, in making the Loan is relying thereon: the Borrower and the Lender, to the extent otherwise entitled thereto, hereby irrevocably waive any present or future right to a jury in any trial of any case or controversy in which the Lender is or becomes a party (whether such case or controversy is initiated by or against the Lender or in which the Lender is joined as a party litigant), which case or controversy arises out of, or is in respect of, any relationship between the Borrower or any such person and the Lender.

R. ENTIRE AGREEMENT. This Security Instrument and all other documents, instruments and agreements executed in connection herewith represent the entire agreement of the parties hereto and incorporate the final results of all discussions and negotiations between the Borrower and the Lender, either express or implied, concerning the matters included herein and in such other documents, instruments, and agreements, any custom, usage, or course of dealings to the contrary notwithstanding. No such discussions, negotiations, custom, usage, or course of dealings shall limit, modify, or otherwise affect the provisions hereof.


EV

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Commercial Loan Rider.

Witness:



Rachel D. Baines



Enkeleida Valle

371995

EXHIBIT A

The land, together with the buildings thereon, being shown as 111 Sagamore Street on a plan of land entitled "Plan - Of - Land owned by Jack - Lanes" dated May 16, 1946, made by Albert D. Martin, Registered Land Surveyor, and recorded with the Essex South District Registry of Deeds (the "Registry") in Book 3461 Page 556 and a lot being shown as Parcel C on a plan of land dated July 6, 1883, recorded with the Registry in Book 1112 Page 164, being together bounded and described in accordance with said plans as follows:

SOUTHWESTERLY	by Sagamore Street, one hundred thirty-six and 57/100 (136.57) feet;
WESTERLY	by Washington Street, fifteen and 93/100 (15.93) feet;
NORTHERLY	by land of James Cotter Tr. , Samuel Ziman and Lynn Specialty Co. by two lines, an aggregate of one hundred thirty-seven and 41/100 (137.41) feet;
NORTHEASTERLY	by land of Lynn Specialty Co. and land formerly of Abner Newhall, forty-one and 20/100 (41.20) feet;
EASTERLY	by land of Herlihy, one hundred and 70/100 (100.70) feet.

Containing, according to said plans, 10,064 square feet of land.

For reference to title, see deed to Borrower to be recorded with the Registry.

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GREENPOINT MORTGAGE FUNDING, INC.

Record and Return To:
Cohen Financial
4601 College Blvd., Ste 300
Leawood, KS 66211

2012032800344 Bk:31207 Pg:433
03/28/2012 02:41 ASGT Pg 1/2

ASSIGNMENT OF MORTGAGE

200910221
552265AS6

Prepared by: Stagg, Terenzi, Confusione & Wabnik, LLP

Property address: 111 Sagamore St.
Lynn, MA 01902

WHEREAS Enkeleida Valle executed, acknowledged, and delivered to GREENPOINT MORTGAGE FUNDING, INC. ("Assignor") a certain Mortgage, dated September 28, 2006, in the original principal amount of \$292,500.00, which was recorded on 9/28/2006 in the Essex South District Registry of Deeds in Book 26129, Page 245 (the "Mortgage");


NOW, THEREFORE, in consideration of the sum of \$ 292,500.00 1.00 paid to Assignor by * ("Assignee"), the receipt of which is hereby acknowledged, Assignor hereby grants, bargains, sells, assigns, and transfers to Assignee and Assignee's heirs, personal representatives, successors, and assigns, all of Assignor's right, title and interest in, to, and under the Mortgage and the note, bond, or obligation referred to in the Mortgage. This Assignment includes the benefit of any and all warrants of attorney contained in the Mortgage or the note, bond, or obligation referred to in the Mortgage.

Executed on June 23, 2011

ASSIGNOR:

GREENPOINT MORTGAGE FUNDING, INC.

* Waterfall Victoria Master Fund, Ltd.
1185 Avenue of the Americas, 17th fl
New York, NY 10016

By: 
Name: Douglas Bottner
Title: Senior Vice President

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GREENPOINT MORTGAGE FUNDING, INC.

Executed in the presence of:

[Signature]
(Name)

[Signature]
(Name)

State of New York, County of SUFFOLK ss.:

On the 23RD day of June in the year 2011 before me, the undersigned personally appeared Douglas Bottner, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

VICTORIA T. BROWN
Notary Public, State of New York
No. 01BR5035393
Qualified in Suffolk County
Commission Expires October 31, 2014

I certify that the mailing address of the above-named Assignee is:

ASSIGNEE:

By: _____
Name:
Title:

On the ____ day of June in the year 2011 before me, the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.


Notary Public

L.A.
C
2 2/9

2012032800345 Bk:31207 Pg:435
03/28/2012 02:41 ASGT Pg 1/2

Record & Return To:
Cohen Financial
4601 College Blvd., Ste 300
Leawood, KS 66211

Prepared By:
Optimal Asset, LLC
100 Wood Hollow Drive, Ste 170
Novato, CA 94945
415-209-0100
Prepared by: Teri Augustine

Loan #: 200910221
Deal Name: WF-WVMT 2011-SBC3
MA, Essex South

S52266ASG

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, **Waterfall Victoria Master Fund, Ltd.**, 1185 Avenue of the Americas, 17th Fl, New York, NY, 10036 herein ("Assignor"), does hereby grant, sell, assign, transfer and convey, without recourse unto **U.S. Bank National Association, as Indenture Trustee on behalf of Waterfall Victoria Mortgage Trust 2011-SBC3** whose address is 1185 Avenue Of The Americas, 17th Fl, New York, NY 10036, herein ("Assignee") the loan document(s) identified herein, including all of Assignor's loan documents, including documents in possession of Assignor pertaining to the loan as evidenced by the Note, and including but not limited to, any loan agreements, guarantees, security agreements, any amendments of supplements and modification thereto, all affidavits and certificates, tenant estoppel certificates and/or subordinations, general credit information, including letters of credit, credit records from Assignor, payment histories, signed loan applications, appraisals, property insurance policies, certificates of mortgage insurance, title insurance policies, escrow accounts and attorney's opinions.

Original Document(s) to be assigned:

Borrower(s): Enkeleida Valle
Original Lender: Greenpoint Mortgage Funding, Inc. Dated: 09/28/2006 Recorded: 09/28/2006
Book: 26129 **Page:** 245 in Essex South, MA. **Loan Amount:** \$292,500.00
Property: 111 Sagamore St, Lynn, MA 01902

Subject to the right and equity of redemption, if any there be of said mortgagor and it's heirs and assigns in the same.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the above-described instrument(s).

20

Page 2
Loan #: 200910221

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered, effective 10/19/2011.

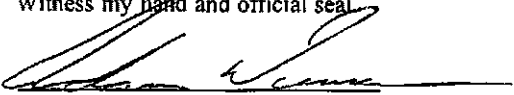
Waterfall Victoria Master Fund, Ltd.

By: 
Name: Thomas Buttacavoli
Title: Director

State of New York
County of New York

On the 11/17/2011 before me, the undersigned, personally appeared Thomas Buttacavoli, Director of Waterfall Victoria Master Fund, Ltd. personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Witness my hand and official seal.



Notary Public: Adam E. Duman
My Commission Expires: 09/07/2014

ADAM E DUMAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DU6227964
Qualified in New York County
My Commission Expires September 07, 2014

Commonwealth of Massachusetts
County of Essex
The Superior Court

CIVIL DOCKET#: ESCV2012-01106

US Bank National Association as Indentured Trustee
on Behalf of Waterfall Victoria Mortgage Trust 2011-SBC3
vs.
Enkeleida Valle

**DEFAULT JUDGMENT AND
ORDER AUTHORIZING THE FORECLOSURE
OF A MORTGAGE BY ENTRY AND SALE**

This action came upon a Complaint filed under the provisions of the Soldiers' and Sailors' Civil Relief Acts of 1940, as amended, for authority to foreclose a mortgage by entry and by sale under the power of sale as contained in a mortgage on real estate situated at 111 Sagamore Street, Lynn, MA in the County of Essex and recorded in the Essex County Southern District Registry of Deeds, Book 26129, Page 245 (Assignment of Mortgage dated October 19, 2011 and recorded with said Registry of Deeds in Book 31207, Page 435) and it appearing that the defendant(s), Enkeleida Valle have been defaulted, and thereupon, upon consideration thereof,

It is **ORDERED** and **ADJUDGED**:


That the plaintiff is hereby authorized to foreclose said mortgage by entry and by sale under the power of sale contained therein.

By the Court, (Thomas R. Murtagh, Justice)



Thomas H. Driscoll Jr.,
Clerk of the Courts

Entered: 08/03/2012

A TRUE COPY, ATTEST

DEPUTY ASST. CLERK

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Enkeleida Valle to GreenPoint Mortgage Funding, Inc., dated September 28, 2006 and duly recorded with Essex County (Southern District) Registry of Deeds, Book 26129, Page 245, of which mortgage the undersigned, U.S. Bank National Association, as Indenture Trustee on behalf of Waterfall Victoria Mortgage Trust 2011-SBC3, is the present holder, for breach of conditions contained in said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction upon the mortgaged premises located at 111 Sagamore Street, Lynn, Massachusetts, at 11:00 o'clock A.M. on August 30, 2012, all and singular, the premises described in said mortgage, to wit:

The land, together with the buildings thereon, being shown as 111 Sagamore Street on a plan of land entitled "Plan – Of – Land owned by Jack – Lanes" dated May 16, 1946, made by Albert D. Martin, Registered Land Surveyor, and recorded with Essex South District Registry of Deeds (the "Registry") in Book 3461 Page 556 and a lot being shown as Parcel C on a plan of land dated July 6, 1883, recorded with the Registry in Book 1112 Page 164, being together bounded and described in accordance with said plan as follows:

SOUTHWESTERLY	by Sagamore Street, one hundred thirty-six and 57/100 (136.57) feet;
WESTERLY	by Washington Street, fifteen and 93/100 (15.93) feet;
NORTHERLY	by land of James Cotter Tr. , Samuel Ziman and Lynn Specialty Co. by two lines, an aggregate of one hundred thirty-seven and 41/100 (137.41) feet;
NORTHEASTERLY	by land of Lynn Specialty Co. and land formerly of Abner Newhall, forty-one and 20/100 (41.20) feet;
EASTERLY	by land of Herlihy, one hundred and 70/100 (100.70) feet.

Containing, according to said plans, 10,064 square feet of land.

[For reference to title, see deed to Enkeleida Valle recorded with said Deeds in Book 26129 Page 244.]

There is also included in the sale all equipment and fixtures situated on the above described premises to the extent the same are part of the realty.

Said premises will be conveyed subject to and/or with the benefit of any and all restrictions, easements, improvements, covenants, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of liens, and existing encumbrances of record created prior to the mortgage, if any there be.

Said premises will also be subject to any leases and tenancies having priority over said mortgage, to tenancies or occupation by persons on the premises now and at the time of said auction which tenancies or occupation are subject to said mortgage, to rights or claims in personal property installed by tenants or former tenants now located on the premises, and also to all laws and ordinances including, but not limited to, all building and zoning laws and ordinances.

TERMS OF SALE:

The highest bidder shall be required to deposit cash or certified check in the amount of Twenty Thousand (\$20,000.00) Dollars at the time and place of sale, the balance to be paid in or within thirty (30) days thereafter to be deposited in escrow with counsel for the mortgagee pending delivery of a foreclosure deed which shall be mortgagee's only further responsibility. The successful bidder shall be required to sign a Memorandum of Terms of

Sale containing the above terms at the Auction sale. In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right to sell the property by Foreclosure Deed to the next highest bidder that shall successfully deposit with Mortgagee's attorneys, Ruberto, Israel & Weiner, P.C., the amount of the required deposit as set forth herein within three (3) business days after written notice of default of the previous highest bidder, the balance to be paid in or within thirty (30) days to be deposited, and deed to be transferred, as outlined hereinabove.

The deposit paid at the time of the sale shall be forfeited if the purchaser does not comply strictly with the terms of the sale. The purchaser will be responsible for all closing costs, state documentary stamps and recording fees.

Other terms to be announced at the time and place of sale.

Date: July 26, 2012

U.S. BANK NATIONAL ASSOCIATION as
Indenture Trustee on behalf of WATERFALL
VICTORIA MORTGAGE TRUST 2011-SBC3,
Present Holder of said Mortgage
By its Counsel,
Brendan C. Recupero, Esquire
Ruberto, Israel & Weiner, P.C.
255 State Street, 7th Floor
Boston, Massachusetts 02109
(617) 742-4200

Publication Dates: August 2, 9, 16

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Enkeleida Valle to GreenPoint Mortgage Funding, Inc., dated September 28, 2006 and duly recorded with Essex County (Southern District) Registry of Deeds, Book 26129, Page 245, of which mortgage the undersigned, U.S. Bank National Association, as Indenture Trustee on behalf of Waterfall Victoria Mortgage Trust 2011-SBC3, is the present holder, for breach of conditions contained in said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction upon the mortgaged premises located at 111 Sagamore Street, Lynn, Massachusetts, at 11:00 o'clock A.M. on August 30, 2012, all and singular, the premises described in said mortgage, to wit:

The land, together with the buildings thereon, being shown as 111 Sagamore Street on a plan of land entitled "Plan - 01 - Land owned by Jack - Lanes" dated May 16, 1946, made by Albert D. Martin, Registered Land Surveyor, and recorded with Essex South District Registry of Deeds (the "Registry") in Book 3461 Page 556 and a lot being shown as Parcel C on a plan of land dated July 6, 1883, recorded with the Registry in Book 1112 Page 164, being together bounded and described in accordance with said plan as follows:

SOUTHWESTERLY by Sagamore Street, one hundred thirty-six and 57/100 (136.57) feet;
WESTERLY by Washington Street, fifteen and 93/100 (15.93) feet;

NORTHERLY by land of James Cotter Tr., Samuel Ziman and Lynn Specialty Co. by two lines, an aggregate of one hundred thirty-seven and 41/100 (137.41) feet;

NORTHEASTERLY by land of Lynn Specialty Co. and land formerly of Abner Newhall, forty-one and 20/100 (41.20) feet;

EASTERLY by land of Herlity, one hundred and 70/100 (100.70) feet.

Containing, according to said plans, 10,064 square feet of land.
 [For reference to title, see deed to Enkeleida Valle recorded with said Deeds in Book 26129 Page 244.] There is also included in the sale all equipment and fixtures situated on the above described premises to the extent the same are part of the realty.

Said premises will be conveyed subject to and/or with the benefit of any and all restrictions, easements, improvements, covenants, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of liens, and existing encumbrances of record created prior to the mortgage, if any there be.

Said premises will also be subject to any leases and tenancies having priority over said mortgage, to tenancies or occupation by persons on the premises now and at the time of said auction which tenancies or occupation are subject to said mortgage, to rights or claims in personal property installed by tenants or former tenants now located on the premises, and also to all laws and ordinances including, but not limited to, all building and zoning laws and ordinances.

TERMS OF SALE:

The highest bidder shall be required to deposit cash or certified check in the amount of Twenty Thousand (\$20,000.00) Dollars at the time and place of sale, the balance to be paid in or within thirty (30) days thereafter to be deposited in escrow with counsel for the mortgagee pending delivery of a foreclosure deed which shall be mortgagee's only further responsibility. The successful bidder shall be required to sign a Memorandum of Terms of Sale containing the above terms at the Auction sale. In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right to sell the property by Foreclosure Deed to the next highest bidder that shall successfully deposit with Mortgagee's attorneys, Ruberto, Israel & Weiner, P.C., the amount of the required deposit as set forth herein within three (3) business days after written notice of default of the previous highest bidder, the balance to be paid in or within thirty (30) days to be deposited, and deed to be transferred, as outlined hereinabove.

The deposit paid at the time of the sale shall be forfeited if the purchaser does not comply strictly with the terms of the sale. The purchaser will be responsible for all closing costs, state documentary stamps and recording fees.

Other terms to be announced at the time and place of sale.
 Date: July 26, 2012

U.S. BANK NATIONAL ASSOCIATION
 as Indenture Trustee on behalf of
WATERFALL VICTORIA MORTGAGE
TRUST 2011-SBC3,
 Present Holder of said Mortgage
 By Its Counsel,
 Brendan C. Recupero, Esquire
 Ruberto, Israel & Weiner, P.C.
 255 State Street, 7th Floor
 Boston, Massachusetts 02109
 (617) 742-4200

Item: August 2, 9, 16, 2012

STATE OF MAINE
CUMBERLAND, ss
DISTRICT COURT
DISTRICT NINE
LOCATION: PORTLAND
DOCKET NO. PC-11-77

LEGAL NOTICE TO: CLARENCE THOMAS, whereabouts unknown;
 Pursuant to an Order for Service by Publication dated June 22, 2012.

NOTICE IS HEREBY GIVEN THAT:

1. Pursuant to 22 M.R.S.A. §4035, the State of Maine Department of Health and Human Services has partitioned the Court for custody of the following child: Savannah Castrello, d.o.b: 10/5/05
2. The biological parents of the child are: Michelle Castrello, Clarence Thomas of whereabouts unknown.
3. A hearing on this Petition for Child Protection Order will be held at the Portland District Court, Portland, Maine, on September 4, 2012 at 8:30 a.m. for the parent(s) to appear and be heard.
4. Rights to Legal Counsel:

Parents are entitled to legal counsel in these proceedings. If you want an attorney but are unable to afford one you should contact the Court at the telephone number: (207) 822-4223 as soon as possible to request appointed counsel.

5. Failure to appear at hearings regarding this matter may be determined to indicate an intent to abandon the child, pursuant to 22 M.R.S.A. §4002 (1-A).

6. These proceedings could eventually lead to a termination of parental rights under 22 M.R.S.A. §§4051-4057.

7. If you have questions regarding this matter, you may contact the Department of Health and Human Services, Division of Child and Family Services at (207) 822-2231.
 8. In the proceedings, the State of Maine Department of Human Services is represented by the Office of the Attorney General, 415 Congress St., Ste. 301, Portland, ME 04101.

Dated: JUN 22 2012
 Peter Goranilles
 Judge, Maine District Court
 Item: July 26; August 2, 9, 2012

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Stephen W. Collier to James B. Nutter & Company, dated June 16, 2008 and recorded with the Essex County (Southern District) Registry of Deeds at Book 27858, Page 329 of which the Mortgagee the undersigned is the present holder for breach of the conditions of said Mortgage and for the purpose of foreclosing same will be sold at Public Auction at 09:00 AM on August 16, 2012 at 80 Washington Street, Unit 1, Lynn, MA, all and singular the premises described in said Mortgage, to wit:

The Unit known as Unit No. 1 in the Washington House Condominium, a condominium situated in Lynn, Massachusetts, created pursuant to Massachusetts General Laws Chapter 183A and by Master Deed dated September 9, 1986, and recorded on December 11, 1986 with the Essex South County Registry of Deeds in Book 8674, Page 53 as the same may have been amended, which unit is shown on floor plans recorded with said Master Deed, to which is affixed a verified statement in the form required by Section 9 of said Chapter 183A. Together with the undivided interest appurtenant thereto in the common areas and facilities of the Condominium as described in said Master deed, and together with the rights and easements appurtenant to said unit, exclusive or otherwise referred to in the Master Deed.

For Grantors Title see Deed recorded at Book 10689, Page 158.

The premises are to be sold subject to and with the benefit of all easements, restrictions, building and zoning laws, liens, attorneys fees and costs pursuant to M.G.L.Ch.183A, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession.

TERMS OF SALE:

A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS (\$5,000.00) in the form of a certified check or bank treasurer's check will be required to be delivered at or before the time the bid is offered. The successful bidder will be required to execute a Foreclosure Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The purchaser shall have no further recourse against the Mortgagee, the Mortgagee or the Mortgagee's attorney. The description of the premises contained in said mortgage shall control in the event of an error in this publication. TIME WILL BE OF THE ESSENCE.

Other terms if any, to be announced at the sale.
 James B. Nutter & Company
 Present Holder of said Mortgage,
 By Its Attorneys,
 Orlando Moran PLLC
 P.O. Box 982169
 Boston, MA 02196
 Phone: (617) 502-4100

Item: July 26; August 2, 9, 2012

before: 10:00 a.m. on 08/27/2012
 This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this procedure. If you fail to file a timely written appearance and objection followed by an Affidavit of Objections within thirty (30) days of the return date, action may be taken without further notice to you.
 The estate is being administered under formal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but recipients are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration.
 WITNESS, Hon. Mary Anne Sahagian, First Justice of the Court.
 Date: July 10, 2012

Pamela Casey O'Brien
 Register of Probate
 Matthew Kimball Esq.
 Matthew J. Kimball, PC
 590 Main Street
 Lynnfield, MA 01940
 Item: August 2, 2012

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Alan M. Meagher and Pamela Berfield to Mortgage Electronic Registration Systems, Inc., dated August 23, 2006 and recorded with the Essex County (Southern District) Registry of Deeds at Book 26069, Page 207, of which Mortgage Deutsche Bank National Trust Company, as Trustee for HSI Asset Securitization CORP Trust 2007-NC1 is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 12:00 p.m. on August 27, 2012, on the mortgaged premises located at 25 McCullough Road, Saugus, Essex County, Massachusetts, all and singular the premises described in said mortgage, TO WIT:

THE LAND IN SAUGUS, ESSEX COUNTY, MASSACHUSETTS AND BEING LOTS NUMBERED 451, 452, AND 453 AS SHOWN ON A PLAN OF LOTS AT SAUGUS TERRACE, SAID PLAN BEING MADE BY ERNEST W. BRANCH, SURVEYOR, DATED APRIL 1911 AND FILED IN ESSEX SOUTH DISTRICT REGISTRY OF DEEDS, BOOK OF PLANS 21, PLAN 19, SEC. B BOUNDED AND DESCRIBED AS FOLLOWS:

NORTHERLY BY MCCULLOUGH STREET (RD.), NINETY AND 28/100 (90.26) FEET;
 EASTERLY BY LAND OF OWNERS UNKNOWN, EIGHTY AND 21/100 (80.21) FEET;
 SOUTHERLY BY LOTS NUMBERED 476 TO 479 INCL. AS SHOWN ON SAID PLAN, ONE HUNDRED NINE AND 7/10 (109.7) FEET;
 WESTERLY BY LOT 454, ONE HUNDRED ELEVEN AND 13/100 (111.13) FEET.

CONTAINING 8,758 SQUARE FEET, MORE OR LESS, ACCORDING TO SAID PLAN.
 BEING THE SAME PROPERTY CONVEYED TO ALAN M. MEAGHER AND PAMELA BERFIELD, HUSBAND AND WIFE BY DEED FROM THOMAS TRAINOR AND DAWN TRAINOR RECORDED 09/05 /2003 IN DEED BOOK 21701 - PAGE 5, IN THE REGISTRY OF DEEDS PLAN FOR ESSEX COUNTY, MASSACHUSETTS.

For mortgagor's title see deed recorded with Essex County (Southern District) Registry of Deeds in Book 26069, Page 204.

These premises will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens, and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

TERMS OF SALE:

A deposit of Ten Thousand (\$10,000.00) Dollars by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Harmon Law Offices, P.C., 150 California Street, Newton, Massachusetts 02458, or by mail to P.O. Box 610369, Newton Highlands, Massachusetts 02461-0369, within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

Other terms, if any, to be announced at the sale.
DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE
 FOR HSI ASSET SECURITIZATION CORP TRUST 2007-NC1
 Present holder of said mortgage
 By Its Attorneys,
HARMON LAW OFFICES, P.C.
 150 California Street
 Newton, MA 02458
 (617) 558-0500
 201102-0293 - YEL

Item: August 2, 9, 16, 2012

605
 Apartments

CONNOR RENTAL
LYNN -
 Close To Ocean
 5 room, 2 bedroom,
 new kitchen,
 stainless steel appliances,
 washer/dryer in unit.
 \$1300 a month,
 No Utilities.

LYNN -
 5 rooms, 2 bedrooms,
 hardwood flrs.,
 large eat in kitchen,
 w/d hook-up,
 excellent neighborhood.
 \$1200 No Utilities.
 Rent is negotiable
 if tenant is willing to do
 snow removal / trash.

CALL CHERYL AT:
 781-477-2401
 or
 781-477-6388

LYNN - Clean 1 brdm apt. eat in kitchen, newly refinished hardwood floors, freshly painted, close to T, Hot water incl. first/last up front. NO pets \$750 per month.
 Call Bill - 781-858-3766

LYNN - Large 5 room, 2 bedroom, private parking, detached, no pets. \$825 no utilities. Credit check.
 Call 781-942-7875

105
 Legals

COMMONWEALTH OF THE TRIA
PROBATE AND
Docket No. ES
DIVORCE SUMMONS BY PI
 Francisco PI
 vs
 Claribel Pin

To the Defendant:

The Plaintiff has filed a Com that the Court grant a div BREAKDOWN
 The Complaint is on file at 18 An Automatic Restraining Or matter preventing you from would negatively impact the either party. See Supp/plem You are hereby summoned to Francisco Rijo Cordones 50 Chatham St LYNN, MA 01902
 your answer, if any, on or b to do so, the court will p adjudication of this action. Y copy of your answer, if any, of this Court.
 WITNESS, Hon. Mary Anne this Court.
 Date: July 26, 2012

Item: August 2, 2012

New in
 Find ar
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 chec
 class

MEMORANDUM OF SALE

AGREEMENT MADE AT LYNN, MASSACHUSETTS, ON AUGUST 30, 2012

(SELLER) U.S. BANK NATIONAL ASSOCIATION AS INDENTURE TRUSTEE ON BEHALF OF WATERFALL VICTORIA MORTGAGE TRUST 2011-SBC3, WITH OFFICES LOCATED C/O RUBERTO, ISRAEL & WEINER, P.C., AGREES TO SELL; AND

(BUYER) _____ AGREES TO BUY

PROPERTY: the land and buildings thereon situated located at 111 Sagamore Street, Lynn, Massachusetts, which is more particularly described in that certain Mortgage given by Enkeleida Valle to GreenPoint Mortgage Funding, Inc. dated September 28, 2006 recorded with the Essex County (Southern District) Registry of Deeds in Book 26129, Page 245 (the "**Mortgage**"), of which U.S. Bank National Association as Indenture Trustee on behalf of Waterfall Victoria Mortgage Trust 2011-SBC3 is the present holder by virtue of an Assignment of Mortgage recorded with said Registry of Deeds in Book 31207, Page 435.

PRICE IS _____ DOLLARS

PAID AS FOLLOWS:

Deposit-Receipt Acknowledged \$ 20,000.00

Cash or treasurer's bank check or certified

check in or within 30 days _____

TOTAL PRICE _____

The balance of the monies owing shall be paid in or within 30 days from the date hereof to be deposited in escrow with the Seller pending delivery of a foreclosure deed at the office of Attorney Brendan C. Recupero, Ruberto, Israel & Weiner, P.C., 255 State Street, 7th Floor, Boston, Massachusetts 02109, or such other place if so requested by Seller, subject to any and all prior mortgages, unpaid taxes, tax titles, unpaid water bills, assessments and municipal liens (including without limitation, water and sewer liens), the provisions of such applicable state and local law, including without limitation, building codes, zoning ordinances and environmental laws and regulations, subject to any prior encumbrances as well as the terms and conditions of the Mortgagee's Sale of Real Estate, a copy of which is attached hereto as **Exhibit A**. Buyer shall be responsible for obtaining a title examination or title search at his own expense. The Seller may, if necessary, use the purchase money or any portion thereof to clear or perfect his title; all instruments procured therefore are to be recorded simultaneously with said deed. Time is of the essence of this contract.

AS IS AND WHERE IS: The Property and fixtures shall be conveyed "as is" and "where is" and with all faults subject to the present manner of use and occupancy of the Property, and the Seller makes no representation or warranty as to the condition of the same. Buyer acknowledges and agrees with the Seller that with respect to the Property, Seller has not, does not and will not make any warranties or representations, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of condition, merchantability, habitability or fitness for a particular use,

or with respect to the value, profitability or marketability of the Property. Buyer acknowledges that Seller does not and will not make any representation or warranty with regard to compliance with any environmental protection, pollution and land use laws, rules, regulations, orders or requirements including but not limited to those pertaining to the handling, generating, treating, storing or disposing of any hazardous waste or substance.

The Property shall be conveyed in "as is" condition, subject to the present manner of use and occupancy of the Property. The Buyer acknowledges that Buyer has not been influenced to enter this transaction by, nor has it relied upon, any warranties or representations of the Seller or the auctioneer not set forth or incorporated in this Memorandum of Sale.

TENANTS OR OCCUPANTS: The Buyer agrees that Buyer is taking subject to any tenants or occupants and the Buyer shall be solely and exclusively responsible at Buyer's expense for obtaining or recovering possession of these premises from any tenant or other person. The acceptance of a foreclosure deed by the Buyer shall be deemed to be a full performance and discharge hereof of all obligations of Seller.

FIXTURES: If any, attached to or used with the property are included in this sale and Buyer acknowledges that he is purchasing the premises and fixtures "as is" and Seller shall not be liable for the existence and/or condition of the premises or the fixtures. Seller makes no warranties, express or implied, as to the existence and/or condition of said premises and fixtures. Buyer assumes any and all obligations with reference to any hazardous waste, lead paint, UFFI, and/or building, zoning or health code violations.

SPECIAL PROVISIONS: (1) Both parties hereto warrant and represent that neither party has employed the services of any broker for this sale and that no broker's commission is due as a result of this sale; (2) Buyer shall not have the right to assign this agreement without Seller's written consent; (3) If Buyer shall fail to fulfill Buyer's agreements herein, the deposit made hereunder by the Buyer shall be retained by the Seller as liquidated damages and shall be non-refundable; (4) At the closing hereunder, Seller's only obligation shall be to deliver a foreclosure deed (see Massachusetts General Laws Chapter 183, Appendix Form 11), Buyer assuming any and all recording fees and documentary stamps and Buyer assuming liability for any and all unpaid municipal charges including without limitation real estate taxes, water and sewer charges, assessments and/or betterments; and (5) The Buyer acknowledges that: (i) it has received and reviewed a copy of the Bidder's Package in connection with this foreclosure; (ii) the Bidder's Package has been provided by the Seller for informational purposes only and its contents are not represented or warranted to be true and complete; and (iii) the Buyer has conducted its own due diligence with respect to purchasing the Property.

< Remainder of page left intentionally blank >

WITNESS OUR HANDS AND SEALS

SELLER:

U.S. BANK NATIONAL ASSOCIATION
ON BEHALF OF WATERFALL VICTORIA
MORTGAGE TRUST 2011-SBC3

By: _____

Name:

Title:

BUYER:

Name:

EXHIBIT A
(SEE ATTACHED MORTGAGEE'S SALE OF REAL ESTATE)

CERTIFICATE OF ENTRY

WE HEREBY CERTIFY that on this 30th day of August, 2012, we were present and saw _____, as _____ of Combined Investments LLC, under a Limited Power of Attorney dated _____, 2012 from U.S. Bank National Association, as Indenture Trustee on behalf of Waterfall Victoria Mortgage Trust 2011-SBC3 (the "**Mortgagee**"), the present holder of a certain Mortgage given by Enkeleida Valle to GreenPoint Mortgage Funding, Inc. dated September 28, 2006 (the "**Mortgage**") recorded with the Essex County (Southern District) Registry of Deeds in Book 26129, Page 245, of which U.S. Bank National Association as Indenture Trustee on behalf of Waterfall Victoria Mortgage Trust 2011-SBC3 is the present holder by virtue of an Assignment of Mortgage recorded with said Registry of Deeds in Book 31207, Page 435, make an open, peaceable and unopposed entry on the premises described in said Mortgage, for the purpose, by him declared, of foreclosing upon the Mortgage for breach of conditions thereof.

Print Name:

Print Name:

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 30th day of August, 2012, before me, the undersigned notary public, personally appeared the above named _____ and _____, proved to me through satisfactory evidence of identification which were MA driver's licenses, to be the persons whose names are signed on the preceding or attached document, and made oath that the above certificate by them subscribed is true, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

s:\wdox\bank_re\bank\09109\00015\00224871.doc

FORECLOSURE DEED

U.S. Bank National Association, as Indenture Trustee on behalf of Waterfall Victoria Mortgage Trust 2011-SBC3, with offices c/o Combined Investments LLC located at 30 Adams Street, Milton, Massachusetts, present holder of a Mortgage from Enkeleida Valle to GreenPoint Mortgage Funding, Inc. dated September 28, 2006 and recorded with the Essex County (Southern District) Registry of Deeds in Book 26129, Page 245 (the "**Mortgage**"), of which Mortgage the undersigned U.S. Bank National Association, as Indenture Trustee on behalf of Waterfall Victoria Mortgage Trust 2011-SBC3 is the present holder by virtue of an Assignment of Mortgage dated October 19, 2011 and recorded with said Registry of Deeds in Book 31207, Page 435, by the power conferred by said Mortgage and every other power, for _____ (\$ _____) Dollars paid, grants to _____, a _____ having a mailing address of _____, the premises conveyed by said Mortgage.

<SIGNATURES INCLUDED ON THE FOLLOWING PAGE>

Executed as a sealed instrument this ____ day of _____, 2012.

U.S. BANK NATIONAL ASSOCIATION,
AS INDENTURE TRUSTEE OF
WATERFALL VICTORIA MORTGAGE
TRUST 2011-SBC3, BY ITS ATTORNEY
IN FACT COMBINED INVESTMENTS
LLC

By: _____
Name:
Title:

Commonwealth of Massachusetts
County of _____

On this ____ day of _____, 2012, before me, the undersigned notary public,
personally appeared _____, proved to me through satisfactory evidence
which was personal knowledge, to be the person whose name is signed on the preceding or
attached document, and acknowledged to me that he/she signed it voluntarily for its stated
purpose as _____ of Combined Investments LLC.

Notary Public:
My commission expires:

AFFIDAVIT OF SALE

I, _____, _____ of U.S. Bank National Association, as Indenture Trustee on behalf of Waterfall Victoria Mortgage Trust 2011-SBC3, the Mortgagee named in the foregoing deed, makes oath and says that the principal and interest obligations mentioned in the Mortgage above referred to were not paid or tendered or performed when due or prior to the sale, that I caused to be published on the 2nd, 9th and 16th days of August, 2012, in *The Lynn Item*, a newspaper published or by its title pages purporting to be published in Lynn, Essex County, Massachusetts, and having a general circulation therein, a notice of which attached on Exhibit A is a true copy

I also complied with Chapter 244, Section 14 of the Massachusetts General Laws, as amended, by mailing the required notices by certified or registered mail, return receipt requested.

Pursuant to said notice, at the time and place therein appointed, U.S. Bank National Association, as Indenture Trustee on behalf of Waterfall Victoria Mortgage Trust 2011-SBC3 sold the mortgaged premises known as and numbered 111 Sagamore Street, Lynn, Massachusetts, at public auction by Paul E. Saperstein Co., Inc., a duly licensed auctioneer, to _____, for _____ (\$ _____) Dollars bid by _____, being the highest bid made therefore at said auction.

< SIGNATURES INCLUDED ON THE FOLLOWING PAGE >

Print Name:

Print Title:

Commonwealth of Massachusetts

_____, ss.

On this ___ day of _____, 2012, before me, the undersigned notary public, personally appeared _____, a _____ of U.S. Bank National Association, as Indenture Trustee on behalf of Waterfall Victoria Mortgage Trust 2011-SBC3, and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

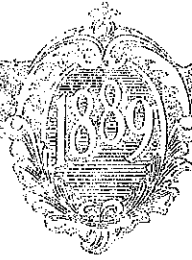
Notary Public:

My commission expires:

EXHIBIT A

MORTGAGEE'S SALE OF REAL ESTATE

Form No. 1056.92
(10/17/92)
ALTA Loan Policy
Form 1



Nº 104849879 MAL

POLICY OF TITLE INSURANCE



ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Lack of priority of the lien of the insured mortgage over any statutory lien for services, labor or material:
 - (a) arising from an improvement or work related to the land which is contracted for or commenced prior to Date of Policy; or
 - (b) arising from an improvement or work related to the land which is contracted for or commenced subsequent to Date of Policy and which is financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance;
8. Any assessments for street improvements under construction or completed at Date of Policy which now have gained or hereafter may gain priority over the insured mortgage; or
9. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

First American Title Insurance Company

BY

Gary L. Kennell

PRESIDENT

ATTEST

Mark R. Arnesen

SECRETARY

CW

LOAN POLICY

SCHEDULE A

AGENT'S FILE NO.
20209-1149

	POLICY NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE
Owners	103721965 MAO	9/28/2006 @ 3:58 p.m.	\$410,000.00
Loan	104849879 MAL	9/28/2006 @ 3:58 p.m.	\$292,500.00

1. Name of Insured:
GreenPoint Mortgage Funding, Inc. (Commercial Dept.), its successors and/or assigns as their interests may appear

2. The estate or interest referred to herein is at Date of Policy vested in:

Enkeleida Valle

3. The estate or interest in the land described in this Schedule and which is encumbered by the insured mortgage is Fee Simple.

4. The mortgage, herein referred to as the insured mortgage, and the assignment thereof, if any, are described as follows:

Mortgage from Enkeleida Valle to GreenPoint Mortgage Funding, Inc. (Commercial Dept.), in the original principal amount of \$292,500.00, dated 9/28/2006, together with interest and other charges as provided in said Mortgage and Note of even date therewith and secured thereby, which said Mortgage is recorded in the Essex South District Registry of Deeds (the "Registry") in Book 26129 Page 245.

5. The land referred to in this policy is located at 111 Sagamore Street, in the City/Town of Lynn, County of Essex and the Commonwealth of Massachusetts, and is described as set forth in Exhibit "A" attached hereto and made a part hereof.

BARRON & STADFELD, P.C.

Authorized Signatory

First American Title Insurance Company
Prudential Center
101 Huntington Avenue
Boston, MA 02199

THIS POLICY IS VALID ONLY IF SCHEDULE B IS ATTACHED.

**EXHIBIT A
LEGAL DESCRIPTION**

Loan Number: 104849879 MAL

The land, together with the buildings thereon, being shown as 111 Sagamore Street on a plan of land entitled "Plan - Of - Land owned by Jack - Lanes" dated May 16, 1946, made by Albert D. Martin, Registered Land Surveyor, and recorded with the Essex South District Registry of Deeds (the "Registry") in Book 3461 Page 556 and a lot being shown as Parcel C on a plan of land dated July 6, 1883, recorded with the Registry in Book 1112 Page 164, being together bounded and described in accordance with said plans as follows:

SOUTHWESTERLY	by Sagamore Street, one hundred thirty-six and 57/100 (136.57) feet;
WESTERLY	by Washington Street, fifteen and 93/100 (15.93) feet;
NORTHERLY	by land of James Cotter Tr. , Samuel Ziman and Lynn Specialty Co. by two lines, an aggregate of one hundred thirty-seven and 41/100 (137.41) feet;
NORTHEASTERLY	by land of Lynn Specialty Co. and land formerly of Abner Newhall, forty-one and 20/100 (41.20) feet;
EASTERLY	by land of Herlihy, one hundred and 70/100 (100.70) feet.

ACCESS

ENDORSEMENT

Attached to Policy No. 104849879 MAL

Issued By

First American Title Insurance Company

The Company hereby insures the insured against loss or damage which the insured shall sustain by reason of the failure of the land to abut upon a physically open street known as 111 Sagamore Street, Lynn, Massachusetts 01902. This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

First American Title Insurance Company

BARRON & STADFELD, P.C.

By: _____

Authorized Signatory

CLTA Form 103.7 (Rev. 6-14-96)
ALTA or CLTA - Owner or Lender
ACCESS

ENDORSEMENT

Attached to Policy No. 104849879 MAL

Issued By

First American Title Insurance Company

The Company insures the owner of the indebtedness secured by the insured mortgage against loss or damage sustained by reason of:

1. Any incorrectness in the assurance that, at Date of Policy:
 - (a) There are no covenants, conditions or restrictions under which the lien of the mortgage referred to in Schedule A can be divested, subordinated or extinguished, or its validity, priority or enforceability impaired.
 - (b) Unless expressly excepted in Schedule B:
 - (1) There are no present violations on the land of any enforceable covenants, conditions or restrictions, nor do any existing improvements on the land violate any building setback lines shown on a plat of subdivision recorded or filed in the public records.
 - (2) Any instrument referred to in Schedule B as containing covenants, conditions or restrictions on the land does not, in addition, (i) establish an easement on the land; (ii) provide a lien for liquidated damages; (iii) provide for a private charge or assessment; (iv) provide for an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant.
 - (3) There is no encroachment of existing improvements located on the land onto adjoining land, nor any encroachment onto the land of existing improvements located on adjoining land.
 - (4) There is no encroachment of existing improvements located on the land onto that portion of the land subject to any easement excepted in Schedule B.
 - (5) There are no notices of violation of covenants, conditions and restrictions relating to environmental protection recorded or filed in the public records.
2. Any future violation on the land of any existing covenants, conditions or restrictions occurring prior to the acquisition of title to the estate or interest in the land by the Insured, provided the violation results in:
 - (a) Invalidity, loss of priority, or unenforceability of the lien of the insured mortgage; or
 - (b) loss of title to the estate or interest in the land if the Insured shall acquire title in satisfaction of the indebtedness secured by the insured mortgage.
3. Damage to existing improvements, including lawns, shrubbery or trees:
 - (a) which are located on or encroach upon that portion of the land subject to any easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved;
 - (b) resulting from the future exercise of any right to use the surface of the land for the extraction or development of minerals excepted from the description of the land or excepted in Schedule B.

ENDORSEMENT (CONT.)

4. Any final court order or judgment requiring the removal from any land adjoining the land of any encroachment excepted in Schedule B.

5. Any final court order or judgment denying the right to maintain any existing improvements on the land because of any violation of covenants, conditions or restrictions or building setback lines shown on a plat of subdivision recorded or filed in the public records.

Wherever in this endorsement the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or limitations contained in an instrument creating a lease.

As used in paragraphs 1 (b)(1) and 5, the words "covenants, conditions or restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

First American Title Insurance Company

BARRON & STADFIELD, P.C.

By: _____

Authorized Signatory

ALTA Form 9

ENDORSEMENT

Attached to Policy No. 104849879 MAL

Issued By

First American Title Insurance Company

The Company hereby insures the insured against loss or damage which the insured shall sustain by reason of the failure of the land described in Schedule A not to be contiguous.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof

First American Title Insurance Company

BARRON & STADFIELD, P.C.

By: _____

Authorized Signatory

CLTA Form 116.4 (Rev. 6-14-96)
ALTA or CLTA - Owner or Lender

ENDORSEMENT

Attached to Policy No. 104849879 MAL

Issued By

First American Title Insurance Company


The Company hereby insures the Insured against loss or damage which the Insured shall sustain by reason of the entry of any court order or judgment which constitutes a final determination and denies the right to enforce the lien of the mortgage referred to in Schedule A on the ground that making the loan secured thereby constituted violation of the "doing business" laws of the State of Massachusetts.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof

First American Title Insurance Company

BARRON & STADFIELD, P.C.

By:



Authorized Signatory

F.A. Form 58
Doing Business - Lender

ENDORSEMENT

Attached to Policy No. 104849879 MAL

Issued By

First American Title Insurance Company

The Company insures the Insured against loss or damage sustained by reason of lack of priority of the lien of the insured mortgage over:

(a) any environmental protection lien which, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge, or filed in the records of the clerk of the United States District court for the district in which the land is located, except as set forth in Schedule B; or

(b) any environmental protection lien provided for by any state statute in effect at Date of Policy, except environmental protection liens provided for by the following state statutes: Massachusetts.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof

First American Title Insurance Company

BARRON & STADFELD, P.C.

By: _____

Authorized Signatory

F.A. Form 40
Environmental Protection Lien

ENDORSEMENT

Attached to Policy No. 104849879 MAL

Issued By

First American Title Insurance Company

The Company hereby insures the owner of the indebtedness secured by the insured mortgage against loss or damage which the insured shall sustain by reason of the failure of a bar, lounge, restaurant (as a pre-existing non-conforming use and continuation of the same use will be allowed as long as it is re-established within two years of discontinuance) known as 111 Sagamore Street, Lynn, Massachusetts 01902 to be located on the land at Date of Policy.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof

First American Title Insurance Company

BARRON & STADFELD, P.C.

By: _____

Authorized Signatory

CLTA Form 116 (Rev 6-14-96)

ALTA - Lender

ENDORSEMENT

Attached to Policy No. 104849879 MAL

Issued By

First American Title Insurance Company

The Company insures the insured that the land described in Schedule A is a lawfully created parcel according to any applicable Subdivision Map Act or local ordinances adopted pursuant thereto.

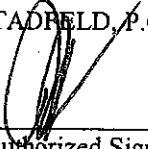
The Company hereby insures the insured against loss in the event the assurance herein shall prove to be incorrect.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

First American Title Insurance Company

BARRON & STADFELD, P.C.

By:



Authorized Signatory

CLTA Form 116.7 (rev.9-10-93)
Subdivision Map Act Endorsement

FIRST AMERICAN TITLE INSURANCE COMPANY

SEPARATE TAX LOT ENDORSEMENT

Attached to and forming part of Policy Number 104849879 MAL

Issued By

First American Title Insurance Company


The Company hereby assures the Insured that the land referred to in Schedule "A", exclusive of easements, consists of a separate tax lot or lots and said lot or lots do not include any property not included within said land.

The Company insures the insured against loss in the event the assurance herein shall prove to be incorrect.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof

First American Title Insurance Company

BARRON & STADFIELD, P.C.

By:  _____
Authorized Signatory

ENDORSEMENT

Attached to Policy No. 104849879 MAL

Issued by

First American Title Insurance Company

The Company hereby insures the insured against loss or damage including attorneys' fees and costs of litigation which the insured shall sustain by reason of the entry of any court order or judgment which constitutes a final determination and adjudges:

That the lien of the mortgage referred to in Schedule A is invalid or unenforceable as to the principal and interest due on the note or notes secured thereby, said interest being computed in accordance with the provisions of such mortgage, on the grounds that the loan evidenced by the note or notes secured thereby is usurious under the laws of the State of Massachusetts.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof

First American Title Insurance Company

BARRON & STADFIELD, P.C.

By: _____

Authorized Signatory

F.A. Form 57

Usury Endorsement 1

UTILITIES FACILITIES ENDORSEMENT

Attached to Policy No. 104849879 MAL

Issued By

First American Title Insurance Company

The Policy is hereby amended in the following manner:

The Company hereby insures the Insured against loss or damage resulting from a final judgment by a court of competent jurisdiction denying the use of utilities presently servicing the insured premises by reason of the lack of an easement or other legal access to provide such utilities for the service of the insured premises.

The total liability of the Company under the Policy and any endorsements attached thereto shall not exceed, in the aggregate, the face amount of the Policy and cost which the Company is obligated under the provisions of the Policy to pay.

This endorsement is made a part of the Policy and is subject to the exclusions, schedules, endorsements, conditions, stipulations and terms thereof, except as modified by the provisions hereof.

Nothing herein contained shall be construed as extending or changing the effective date of the Policy, unless otherwise expressly stated.

First American Title Insurance Company

BARRON & STADFELD, P.C.

By:  _____

FA SPECIAL

ENDORSEMENT

Attached to Policy No. 104849879 MAL

Issued by

First American Title Insurance Company

The Company insures the owner of the indebtedness secured by the insured mortgage against loss or damage sustained by reason of:

1. The invalidity or unenforceability of the lien of the insured mortgage resulting from the provisions therein which provide for changes in the rate of interest.
2. Loss of priority of the lien of the insured mortgage as security for the unpaid principal balance of the loan, together with interest as changed in accordance with the provisions of the insured mortgage, which loss of priority is caused by the changes in the rate of interest.

"Changes in the rate of interest", as used in this endorsement, shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the insured mortgage at Date of Policy.

This endorsement does not insure against loss or damage based upon

- (a) usury, or
- (b) any consumer credit protection or truth in lending law.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto, except that the insurance afforded by this endorsement is not subject to Section 3(d) of the Exclusions From Coverage. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

First American Title Insurance Company

BARRON & STADFELD, P.C.

By: _____

Authorized Signatory

CLTA Form 111.5
ALTA Form 6
(Variable Rate Mortgage)

WAIVER

WAIVER OF ARBITRATION ENDORSEMENT

Attached to and forming part of Policy No. 104849879 MAL

Issued by

First American Title Insurance Company

Item Number 13 of the CONDITIONS AND STIPULATIONS is hereby deleted.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof

First American Title Insurance Company

BARRON & STADFIELD, P.C.

By: _____

Authorized Signatory

WAIVER

372024

ENDORSEMENT

Attached to Loan Policy No. 104849879 MAL

Issued By

First American Title Insurance Company

1. The Company insures the Insured against loss or damage sustained by reason of any incorrectness in the assurance that, at Date of Policy:
 - (a) According to applicable zoning ordinances and amendments thereto, the land is classified Zone Light Industrial (LI) District.
 - (b) The following use or uses are allowed under that classification subject to compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments thereto, as modified by variances and special permits, if any, noted in Schedule B of the policy, including but not limited to the securing of necessary consents or authorizations as a prerequisite to the use or uses:

Bar, lounge, restaurant (as a pre-existing non-conforming use and continuation of the same use will be allowed as long as it is re-established within two years of discontinuance)
2. The Company further insures against loss or damage arising from a final decree of a court of competent jurisdiction
 - (a) prohibiting the use of the land, with any structure presently located thereon, as specified in paragraph 1(b); or
 - (b) requiring the removal or alteration of the structure on the basis that, at Date of Policy, the ordinances and amendments thereto have been violated with respect to any of the following matters:
 - (i) Area, width or depth of the land as a building site for the structure;
 - (ii) Floor space area of the structure;
 - (iii) Setback of the structure from the property lines of the land;
 - (iv) Height of the structure; or
 - (v) Parking spaces.

There shall be no liability under this endorsement based on the invalidity of the ordinances and amendments thereto until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses.

Loss or damage as to the matters insured against by this endorsement shall not include loss or damage sustained or incurred by reason of the refusal of any person to purchase, lease or lend money on the estate or interest covered by this policy.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

111 Sagamore Street, Lynn, MA

First American Title Insurance Company

By:  _____
Deborah K. Bayha, Underwriter

CLTA Form 123.2
ALTA Form 3.1
(Zoning-completed structure)

2. CONTINUATION OF INSURANCE.

(a) **After Acquisition of Title.** The coverage of this policy shall continue in force as of Date of Policy in favor of (i) an insured who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure or other legal manner which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds, and (iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage.

(b) **After Conveyance of Title.** The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

(c) **Amount of Insurance.** The amount of insurance after the acquisition or after the conveyance shall in neither event exceed the least of:

(i) The amount of insurance stated in Schedule A;

(ii) the amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured hereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or

(iii) the amount paid by any governmental agency or governmental instrumentality, if the agency or instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected or unmarketable. If prompt notice shall not be given to the Company, then the insured shall be liable for the claim which shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in the opinion may be necessary or desirable to establish the title to the estate interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or proposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide for the defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary

knowing options:

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

(ii) to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of either of the options provided for in paragraphs a(i) or (ii), all liability and obligations to the insured under this policy, other than to make the payment required in those paragraphs, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2(c) of these Conditions and Stipulations;

(ii) the amount of unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or

(iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the insured has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

(d) The Company shall not be liable for:

(i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or

(ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

and policy, all right of subrogation shall vest in the Company unimpaired by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

(b) The Insured's Rights and Limitations.

Notwithstanding the foregoing, the owner of the indebtedness secured by the insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of the insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(c) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guarantees, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of the insured mortgage by an obligor (except an obligor described in Section 1(a)(ii) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

13. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The laws of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. SEVERABILITY.

In the event any provision of this policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

16. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at 1 First American Way, Santa Ana, California 92707.

TITLE UPDATE

Record owner: Enkeleida Valle, by virtue of a Quitclaim Deed dated September 26, 2006 from James F. Theodore and Cynthia Theodore recorded with the Essex County (South District) Registry of Deeds in Book 26129, Page 244.

Property: 111 Sagamore Street, Lynn, MA 01902

Mortgages:

1. Mortgage to GreenPoint Mortgage Funding, Inc. dated September 28, 2006 in the original principal amount of \$292,500.00 recorded in Book 26129, Page 245.
2. Mortgage to Rafael Subero dated December 21, 2007 in the original principal amount of \$100,000.00 recorded in Book 27452, Page 56.

Tax Taking: None

Easements: See back title policy

Restrictions: See back title policy

Encumbrances:

1. Execution dated February 8, 2008 to Citibank (South Dakota) N.A. in the amount of \$9,614.00 recorded in Book 27642, Page 324.

Bankruptcy: In re Enkeleida Valle, Chapter 7, Case No. 12-12932-JNF

Homestead: None

Period of search: 10/3/1996 through 8/1/2012



State Tax Form 290
Certificate: 1896
Issuance Date: 08/22/2012

MUNICIPAL LIEN CERTIFICATE
CITY OF LYNN
COMMONWEALTH OF MASSACHUSETTS

Requested by RUBERTO, ISRAEL & WEINER

I certify from available information that all taxes, assessments and charges now payable that constitute liens as of the date of this certificate on the parcel of real estate specified in your application received on 08/22/2012 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: 081-589-040

111 SAGAMORE ST

VALLE ENKELEIDA
111 SAGAMORE ST
LYNN

MA 01902-3437

Land area : 10,064 SF
Land Value : 151,300
Impr Value : 122,700
Land Use : 0
Exemptions : 0
Taxable Value: 274,000

Deed date: 09/28/2006 Book/Page: 26129-244
Class: 326-

FISCAL YEAR	2013	2012	2011
DESCRIPTION			
COMMERCIAL RETAX	\$4,608.75	\$8,992.68	\$8,173.80
38D NO REPLY	\$0.00	\$250.00	\$0.00
TOTAL BILLED:	\$4,608.75	\$9,242.68	\$8,173.80
Charges/Fees	\$0.00	\$15.00	\$0.00
Abatements/Exemptions	\$0.00	\$0.00	\$0.00
Payments/Credits	\$0.00	\$0.00	\$0.00
Interest to 09/05/2012	\$30.94	\$908.12	-\$8,173.80
TOTAL BALANCE DUE:	\$4,639.69	\$10,165.80	\$0.00

NOTE: Actual 2013 taxes not yet issued.

TOTAL INTEREST PER DIEM: \$4.4290

The 2013 Fiscal year taxes are estimated bills for the 1st and 2nd quarters. If you have any questions in reference to the certificate, please contact the Collector's Office at 781-586-6749. Real estate parcels in Lynn are subject to supplemental tax assessments under G.L. 59 S2D.


FREDERICK B CRONIN JR
COLLECTOR OF TAXES

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that U.S. Bank National Association, as Indenture Trustee on behalf of Waterfall Victoria Mortgage Trust 2011-SBC3, a national banking association having an office located at 1185 Avenue of the Americas, 17th Floor, New York, New York 10036, does hereby constitute and appoint Combined Investments LLC, and each of its managers, employees, agents and/or assigns, its true and lawful attorney-in-fact for it and in its name, place and stead (the "Attorney"), to take any and all steps which are customary and necessary in connection with the commencement and completion of judicial and non-judicial foreclosure proceedings with respect to the mortgages encumbering the properties set forth on Exhibit A attached hereto and incorporated herein, including, without limitation, making peaceable and unopposed entry on the premises described in such mortgage for the purposes of foreclosing on the mortgage; bidding on its behalf at the foreclosure sale, and executing all documents and instruments in connection with such foreclosure proceedings, including, without limitation, a Memorandum of Sale, Mortgagee's Affidavit, Certificate of Entry and Foreclosure Deed.

The rights, powers and authority of the Attorney shall commence and be in full force and effect as the date hereof until the filing at the Registry District of the Land Court or the recording with the Registry of Deeds in which the Power of Attorney is filed or recorded as applicable of a revocation of authority under this Power of Attorney relative to the Attorney, while hereby ratifying and confirming any and all of the enumerated actions herein, taken by the Attorney prior to the date hereof. Any party dealing in good faith with the Attorney shall be entitled to rely upon a copy of this instrument and upon the statement or certificate of the Attorney that this Power of Attorney is still in force and effect, has not been revoked and that the party acting hereunder as a manager, employee, agent or assignee of the Attorney has been duly authorized by the undersigned and by the Attorney. No party dealing with the Attorney shall be required to look to the application of anything paid or transferred to it nor shall any person dealing with the Attorney be required to determine the existence of any facts justifying the exercise by the Attorney of the authority granted pursuant thereto.

IN WITNESS WHEREOF, the said U.S. Bank National Association, as Indenture Trustee on behalf of Waterfall Victoria Mortgage Trust 2011-SBC3 has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf this 20th day of April, 2012.

U.S. BANK NATIONAL ASSOCIATION,
AS INDENTURE TRUSTEE ON BEHALF
OF WATERFALL VICTORIA
MORTGAGE TRUST 2011-SBC3

By: 

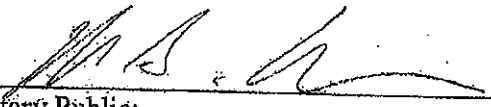
Name:

Title

Thomas V. Buttacavoli
Managing Director

State of New York
County of New York

On this 20th day of April, 2012 before me, the undersigned notary public, personally appeared Thomas V. Buttacavoli, who proved to me to be the person whose name is signed on the preceding document, through satisfactory evidence of identification, namely, personal knowledge, and acknowledged to me that he/she signed it voluntarily for its stated purpose as aforesaid.



Notary Public:
My Commission Expires:

MARC B. LEDESMA
NOTARY PUBLIC STATE OF NEW YORK
NO. 02LE6074689
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES MAY 20, 20 14

State of New York
County of New York

On this 20th day of April, 2012 before me, the undersigned notary public, personally appeared Thomas V. Buttacavoli, who proved to me to be the person whose name is signed on the preceding document, through satisfactory evidence of identification, namely, personal knowledge, and acknowledged to me that he/she signed it voluntarily for its stated purpose as aforesaid.



Notary Public:
My Commission Expires:

MARC B. LEDESMA
NOTARY PUBLIC STATE OF NEW YORK
NO. 02LE6074669
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES MAY 20, 20 14



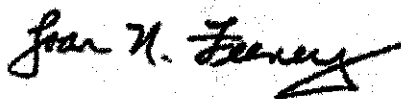
UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS
EASTERN DIVISION

_____)	
IN RE:)	
ENKELEIDA VALLE,)	Chapter 7
)	Case No. 12-12932
Debtor.)	
_____)	

ORDER GRANTING U.S. BANK NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE ON BEHALF OF WATERFALL VICTORIA MORTGAGE TRUST 2011-SBC3 RELIEF FROM THE AUTOMATIC STAY UNDER 11 U.S.C. SECTION 362

This matter having come before the Court, it is hereby ORDERED, adjudged and decreed that U.S. Bank National Association, as Indenture Trustee on behalf of Waterfall Victoria Mortgage Trust 2011-SBC3 (the “**Petitioner**”), together with its successor and assigns, be granted relief from stay in accordance with 11 U.S.C. Section 362 in order to enforce its rights and remedies under (i) that certain Mortgage dated September 28, 2006 (the “**Mortgage**”) from Enkeleida Valle to GreenPoint Mortgage Funding, Inc. encumbering 111 Sagamore Street, Lynn, Massachusetts (the “**Property**”), said Mortgage being recorded with the Essex County (South District) Registry of Deeds in Book 26129, Page 245, and assigned to the Petitioner by virtue of an Assignment of Mortgage dated October 19, 2011 recorded with said Registry of Deeds in Book 31207, Page 435; and (ii) applicable laws, including without limitation taking possession of the Property and/or foreclosing the Property under a statutory power of sale and exercising any and all other remedies available in law or at equity.

It is further ORDERED that the 14-day stay prescribed by Federal Bankruptcy Rule 4001(a)(3) is waived.



06/06/2012

Dated: _____, 2012

JOAN N. FEENEY,
UNITED STATES BANKRUPTCY JUDGE

B18 (Official Form 18) (12/07)

United States Bankruptcy Court

District of Massachusetts

Case No. 12-12932

Chapter 7

In re Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Enkeleida Valle
18 May St.
Salem, MA 01970

Social Security / Individual Taxpayer ID No.:

xxx-xx-3004

Employer Tax ID / Other nos.:

DISCHARGE OF DEBTOR

It appearing that the debtor is entitled to a discharge,

IT IS ORDERED:

The debtor is granted a discharge under section 727 of title 11, United States Code, (the Bankruptcy Code).

BY THE COURT

Dated: 7/13/12

Joan N. Feeney
United States Bankruptcy Judge

SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION.

**EXPLANATION OF BANKRUPTCY DISCHARGE
IN A CHAPTER 7 CASE**

This court order grants a discharge to the person named as the debtor. It is not a dismissal of the case and it does not determine how much money, if any, the trustee will pay to creditors.

Collection of Discharged Debts Prohibited

The discharge prohibits any attempt to collect from the debtor a debt that has been discharged. For example, a creditor is not permitted to contact a debtor by mail, phone, or otherwise, to file or continue a lawsuit, to attach wages or other property, or to take any other action to collect a discharged debt from the debtor. *[In a case involving community property:* There are also special rules that protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.] A creditor who violates this order can be required to pay damages and attorney's fees to the debtor.

However, a creditor may have the right to enforce a valid lien, such as a mortgage or security interest, against the debtor's property after the bankruptcy, if that lien was not avoided or eliminated in the bankruptcy case. Also, a debtor may voluntarily pay any debt that has been discharged.

Debts That are Discharged

The chapter 7 discharge order eliminates a debtor's legal obligation to pay a debt that is discharged. Most, but not all, types of debts are discharged if the debt existed on the date the bankruptcy case was filed. (If this case was begun under a different chapter of the Bankruptcy Code and converted to chapter 7, the discharge applies to debts owed when the bankruptcy case was converted.)

Debts That are Not Discharged

Some of the common types of debts which are not discharged in a chapter 7 bankruptcy case are:

- a. Debts for most taxes;
- b. Debts incurred to pay nondischargeable taxes;
- c. Debts that are domestic support obligations;
- d. Debts for most student loans;
- e. Debts for most fines, penalties, forfeitures, or criminal restitution obligations;
- f. Debts for personal injuries or death caused by the debtor's operation of a motor vehicle, vessel, or aircraft while intoxicated;
- g. Some debts which were not properly listed by the debtor;
- h. Debts that the bankruptcy court specifically has decided or will decide in this bankruptcy case are not discharged;
- i. Debts for which the debtor has given up the discharge protections by signing a reaffirmation agreement in compliance with the Bankruptcy Code requirements for reaffirmation of debts; and
- j. Debts owed to certain pension, profit sharing, stock bonus, other retirement plans, or to the Thrift Savings Plan for federal employees for certain types of loans from these plans.

This information is only a general summary of the bankruptcy discharge. There are exceptions to these general rules. Because the law is complicated, you may want to consult an attorney to determine the exact effect of the discharge in this case.