



CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139

1987 SEP 14 AM 10:17

CAMBRIDGE MA.

OFFICE OF THE CITY ENGINEER

Joan Lastovica P.E.
City Engineer

September 11, 1987

Mr. Joseph Connarton
City Clerk
795 Massachusetts Avenue
Cambridge, MA

Re: 204-206 Hurley Street

Dear Mr. Connarton:

This letter serves to certify that a building encroachment on the public way exists at the property known as 204-206 Hurley Street. The property is further identified as lot number 7 on the enclosed assessor's block 17.

Please contact me if additional information is required.

Very truly yours,

Joan Lastovica
City Engineer

JL/lam

Enclosure

cc: Russell B. Higley, City Solicitor



City of Cambridge

Comm. No. 257

IN CITY COUNCIL

COUNCILLOR DUEHAY

September 14, 1987

ORDERED:

That the City Manager be and hereby is authorized to enter into an agreement for the granting of an easement for the property located at 204-206 Hurley Street.

In City Council September 14, 1987.
Adopted by the affirmative vote of 9 members.
Attest:- Joseph E. Connarton, City Clerk.

A true copy;

ATTEST:-

Joseph E. Connarton
Joseph E. Connarton, City Clerk.



City of Cambridge

Comm. No. 25

IN CITY COUNCIL

COINCILLOR DUEHAY

September 14, 1987

ORDERED:

That the City Manager be and hereby is authorized to enter into an agreement for the granting of an easement for the property located at 204-206 Hurley Street.

In City Council September 14, 1987.
Adopted by the affirmative vote of 9 members.
Attest:- Joseph E. Connarton, City Clerk.

A true copy;

ATTEST:-

Joseph E. Connarton
Joseph E. Connarton, City Clerk.



City of Cambridge

Comm. No. 25

IN CITY COUNCIL

COUNCILLOR DUEHAY

September 14, 1987

ORDERED:

That the City Manager be and hereby is authorized to enter into an agreement for the granting of an easement for the property located at 204-206 Hurley Street.

In City Council September 14, 1987.
Adopted by the affirmative vote of 9 members.
Attest:- Joseph E. Connarton, City Clerk.

A true copy;

ATTEST:-

Joseph E. Connarton
Joseph E. Connarton, City Clerk.

Ordered:

That the City Manager be and
hereby is authorized to enter into
an agreement ~~for the~~ ^{for the} granting of an easement
for the property located at 204 - 206 Hewley
Street.



CITY OF CAMBRIDGE
INTEROFFICE CORRESPONDENCE

To Joan Lastovica, City Engineer

Date September 9, 1987

From Joseph E. Connarton, City Clerk *JEL*

Reference

Subject Easement Request/204-206 Hurley Street

As you know, the attached easement request by Mr. Eric Derman needs to be voted by the City Council. Since this individual has a scheduled closing date on September 28th, I intend to submit this to the Council on September 14, 1987. I have reviewed these documents with the City Solicitor and he has requested that you provide me with a certification that the encroachment does in fact exist, which could be made part of the final record regardless of what action the Council may take.

Thank you for your cooperation in this matter.

JEC/mh

cc: Russell B. Higley, City Solicitor

Cambridge,

RECEIVED BY
CITY CLERK
SEP 8 1987

19 87

To the Honorable, the City Council of the
City of Cambridge:

1987 SEP -8 PM 12:50

CAMBRIDGE MA.

The undersigned respectfully pray

that an easement be granted at 204-206
Hurley Street, East Cambridge, plot # 007
Surveys of 1964 and 1982 indicate that
the Hurley St. side of house is anywhere
from .5 Feet to .82 Feet on public
sidewalk. I am the prospective buyer
of the house. Enclosed as proof
are: a copies of: Purchase & sales
agreement and mortgage confirmation
Thank you for your prompt attention to
this matter.

Respectfully,

Eric M. Derrman

Eric M. Derrman



COMMERCIAL
RESIDENTIAL

GREENWICH MORTGAGE CORPORATION

One Richmond Square
Providence, Rhode Island 02906

NEIL H. SAUNDERS
PRESIDENT

(401) 274-2288
(617) 447-0997

August 21, 1987

Mr. Eric Derman
186 Holland Street
Somerville, MA 02144

Dear Mr. Derman:

We are pleased to inform you that your loan has been approved subject to the following terms and conditions:

LOAN AMOUNT: \$211,200.00
LOAN TO VALUE: 80%
PMI COVERAGE: N/A
**INTEREST RATE: 10.750%
MAXIMUM RATE: 10.875%
PROGRAM: Fixed
LOAN TERM: 30 Year
POINTS: 0
LOCK-IN EXPIRES: October 4, 1987

See page 2 for conditions.

**The simple annual interest rate as stated herein is the prevailing rate for this type transaction as of the date of commitment. Due to changing economic conditions we cannot commit to a firm interest rate unless the rate has been locked according to the rate lock policy. If the prevailing rate exceeds the maximum rate listed above, this commitment will not be valid.

Please sign this commitment letter and return to Greenwich Mortgage Corporation within five days. You will have thirty days in which to close this loan.

Sincerely,

Neil H. Saunders
Neil H. Saunders

Dated _____

Borrower _____

The following conditions must be met five business days prior to the closing date.

- 1) Satisfactory receipt and review of letter explaining charge-off as reported by credit bureau and evidence is paid in full.
- 2) Satisfactory receipt and review of completed gift letter and satisfactory verification of source of funds.
- 3) Satisfactory receipt and review of separation agreement verifying no obligations of borrower.
- 4) Satisfactory receipt and review of addendum correcting borrowers name on appraisal.
- 5) Satisfactory receipt and review of operating income statement completed and signed by borrower.
- 6) Satisfactory receipt and review of new appraisal and operating income statement deleting statements regarding additional income earned from basement.

45 School Street
Boston, Mass. 02108
(617) 742-2465

1. PARTIES
(fill in)

This _____ day of _____ 19 87
Francisco C. Assuncao and Rosalina H. Assuncao, of
204 Hurley Street, Cambridge, Massachusetts

hereinafter called the SELLER, agrees to SELL and
Eric M. Derman, of 186 Holland Street, Somerville, Massachusetts 02144

2. DESCRIPTION
(fill in and include
title reference)

hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth,
the following described premises:
The land and buildings thereon located at 204-206 Hurley Street,
containing approximately 1,250 square feet. For title reference
purposes only, see Book 11471, Page 504 of the Middlesex County
Registry of Deeds.

3. BUILDINGS,
STRUCTURES,
IMPROVEMENTS,
FIXTURES

(fill in or delete)

Included in the sale as a part of said premises are the buildings, structures, and improvements now
thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all
wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades,
screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating
equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters,
plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside
television antennas, fences, gates, trees, shrubs, plants, and, ~~ONLY IF BUILT IN~~, refrigerators, air
conditioning equipment, ventilators, dishwashers, washing machines and dryers; and

but excluding the range and refrigerator in the basement.

4. TITLE DEED
(fill in)

*Include here by specific
reference any restric-
tions, easements, rights
and obligations in party
walls not included in (b),
leases, municipal and
other liens, other encum-
brances, and make pro-
vision to protect
SELLER against BUYER'S
breach of SELLER's
covenants in leases,
where necessary.

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the
nominee designated by the BUYER by written notice to the SELLER at least seven days
before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record
and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such
deed;
- (d) Any liens for municipal betterments assessed after the date of this agreement;
- (e) All easements or restrictions of record, if any, insofar as are
now in force and applicable provided none of the same adversely affect
the use, occupancy, enjoyment, marketability or the good clear
title of said premises for residential purposes.

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan
with the deed in form adequate for recording or registration.

6. REGISTERED
TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient
to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said
deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE
(fill in); space is
allowed to write
out the amounts
if desired

The agreed purchase price for said premises is Two Hundred Sixty-Four Thousand Dollars
(\$264,000.00) ----- dollars, of which

\$ 25,400.00
\$ 1,000.00
\$ 237,600.00

have been paid as a deposit this day and
paid on July 2, 1987
are to be paid at the time of delivery of the deed in cash, or by certified,
cashier's, treasurer's or bank check.

\$
\$ 264,000.00 TOTAL



8. TIME FOR PERFORMANCE; DELIVERY OF DEED (fill in)

Such deed is to be delivered at 2:00 o'clock P. M. on the 20th day of September 19 87, at the Middlesex

Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. POSSESSION and CONDITIONS of PREMISES.

(attach a list of exceptions, if any)

Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to an inspection of said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause. Premises to be delivered in broom clean condition, and with tenants in possession as in paragraph 35 hereof.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

(Change period of time if desired).

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions hereof, ~~the BUYER agrees to accept the premises in their then condition and to pay therefor the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either~~ the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty days provided Buyer's financing commitment can be extended at no additional cost to him.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefor the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either

- (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
- (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

13. ACCEPTANCE OF DEED

The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

15. INSURANCE
Insert amount
(list additional types of insurance and amounts as agreed)

Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:
Type of Insurance Amount of Coverage

- (a) Fire
- (b) Extended Coverage
- (c)

As presently insured

16. ADJUSTMENTS
(list operating expenses, if any, or attach schedule)

Collected rents, ~~mortgage taxes~~ water and sewer use charges, ~~operating expenses~~ and taxes for the then current year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.

If the actual cost of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

- A broker's fee for professional service of 14,840
is due from the SELLER to Century 21/Silva Realty Associates and Clay Gilmore
Realty Inc. but: only, if and when the Seller receives the full purchase
price pursuant to this agreement and the Buyer accepts and record the
Seller's deed and not otherwise.

- The Broker(s) named herein **Century 21, Silva Realty Associates, Inc.** and Clay Gilmore Realty warrant(s) that the Broker(s) is(are) duly licensed as such by the Commonwealth of Massachusetts.

- All deposits made hereunder shall be held in escrow by the Broker(s) Century 21, Silva Realty Associates subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement, provided however that in the event of any disagreement the Broker(s) may retain said deposits pending instructions mutually given by the SELLER and the BUYER. Interest earned to be shared 50/50 by Buyer and Sellers at closing.

- If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages. ~~and the Seller's sole and exclusive remedy~~
~~for such breach shall be the Seller's sole and exclusive legal and equitable remedy~~
 and this shall be the Seller's sole and exclusive, legal and equitable remedy for any default by the Buyer under this agreement.
 The SELLER'S spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.

- The SELLER'S spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.

- The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.

1. The first part of the document is a header section containing the following information:

 a. The name of the organization: "The National Aeronautics and Space Administration"

 b. The title of the document: "Report of the Committee on the Status of the Space Program"

 c. The date of the report: "January 1966"

 d. The author: "The Committee on the Status of the Space Program"

 e. The subject: "The Status of the Space Program"

 f. The purpose: "To provide a comprehensive review of the progress of the space program and to recommend actions to be taken to ensure its successful completion."

 g. The scope: "The report covers the period from the beginning of the space program in 1958 to the present time."

 h. The organization: "The National Aeronautics and Space Administration"

 i. The location: "Washington, D.C."

 j. The distribution: "The report is being distributed to all members of the Congress and to the public."

 k. The format: "The report is being published in a single volume and in a series of pamphlets."

 l. The language: "The report is being published in English."

 m. The medium: "The report is being published in printed form."

 n. The method: "The report is being published by the Government Printing Office."

 o. The cost: "The report is being published at a cost of \$1.00 per copy."

 p. The quantity: "The report is being published in a quantity of 100,000 copies."

 q. The date of publication: "The report is being published in January 1966."

 r. The place of publication: "The report is being published in Washington, D.C."

 s. The publisher: "The report is being published by the Government Printing Office."

 t. The printer: "The report is being printed by the Government Printing Office."

 u. The designer: "The report is being designed by the Government Printing Office."

 v. The distributor: "The report is being distributed by the Government Printing Office."

 w. The retailer: "The report is being sold by the Government Printing Office."

 x. The wholesaler: "The report is being sold by the Government Printing Office."

 y. The agent: "The report is being sold by the Government Printing Office."

 z. The agent: "The report is being sold by the Government Printing Office."

- The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s):

None except as incorporated herein.

[illegible]

OF AGREEMENT

is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

28. LEAD PAINT
LAW

The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.

29. SMOKE
DETECTORS

The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke detectors in conformity with applicable law.

30. ADDITIONAL
PROVISIONS

The initialed riders, if any, attached hereto, are incorporated herein by reference.

See Rider A attached hereto.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

SELLER Francisco C. Assuncao

DATE

SELLER Rosalina H. Assuncao

DATE

BUYER Eric M. Derman

DATE

BUYER

Century 21

DATE

Silva Realty Associates, Inc.

Broker(s) Clay Gilmore Realty

DATE

EXTENSION

The time for the performance of the foregoing agreement is extended until _____ Date _____
the _____ day of _____ 19_____, time still being of the essence of this agreement as extended.
In all other respects, this agreement is hereby ratified and confirmed.

This extension, executed in multiple counterparts, is intended to take effect as a sealed instrument.

SELLER (or spouse)

SELLER

BUYER

BUYER

BROKER(S)

RIDER A TO PURCHASE AND SALE
AGREEMENT

Rider A to Purchase and Sale Agreement of Francisco C. Assuncao and Rosalina H. Assuncao, and SELLERS, and Eric M. Derman, BUYER, dated _____, 1987.

31. FINANCING. The Buyer agrees to apply promptly for a mortgage loan from an institutional lender of not more than \$212,000.00 payable in not more than 30 years at a rate of interest not to exceed prevailing rates, points and terms. Sellers agree to sign any documents required by lender. If the Buyer shall be unable to obtain said mortgage loan, then this agreement shall be void and without recourse to the parties hereto and all deposits made hereunder shall be forthwith refunded to the Buyer. The Buyer shall be deemed to have obtained a mortgage loan conforming to the above mentioned terms or to have waived the provisions of this paragraph if Sellers or Sellers' attorney is not notified in writing on or before September 10, 1987, at 5:00 p.m. that the Buyer has failed to receive said mortgage loan.

32. RIGHT TO INSPECT AND WAIVER. BUYER'S obligations hereunder is made subject to his right to obtain, at his own expense, a satisfactory lead paint inspection of the premises by consultant(s) of his own choosing within ten (10) days after the parties' execution of the Purchase and Sale Agreement. The Buyer and his consultant(s) shall have the right of access to the premises at reasonable times and in the presence of the Sellers upon twenty-four (24) hours advance notice for the purpose of inspecting the condition of said premises. If the Buyer is not satisfied with the results of such inspection, this Agreement may be terminated by the Buyer at his election, without legal or equitable recourse to either party, the parties thereby releasing one another from all liability under this Agreement, and the deposit shall be returned to the Buyer, provided, however, that the Buyer shall have notified the Sellers and in writing, within five (5) days of their receipt of the inspection report, of their intention to so terminate.

33. UFFI. Sellers acknowledge their responsibility to comply with M.G.L. c.255 S.12I as amended regarding Urea Formaldehyde Foam Insulation and represents and warrants that there is no Urea Formaldehyde Foam Insulation in the property.

34. RENT CONTROL STATUS. Sellers warrant and represent that the subject property is presently exempt from the Cambridge Rent Control Ordinance as an owner occupied building contained three units or less. Sellers agree to provide any documentation of this status which may be required by Buyer's lender.

35. TENANTS. Sellers warrant and represent that the tenants in the property and the terms of their tenancy are as follows:

SECOND FLOOR

THIRD FLOOR

- a) NAME OF TENANT
- b) MONTHLY RENTAL
- c) DATE RENT PAYABLE
- d) TENANT AT WILL OR LEASE
- e) AMOUNT OF SECURITY DEPOSITS AND LAST MONTHS RENT
- f) SECURITY DEPOSIT AND LAST MONTHS RENT HELD IN BANK AND ACCOUNT NUMBER
- g) UTILITIES AND SERVICES INCLUDED IN RENT

The above tenants may remain in possession provided their rent is not in arrears and they are not in violation of any of the terms and conditions of their tenancy.

All security deposits and last months rent and leases or tenancy at will agreements presently held by the Sellers are to be transferred to the Buyer at the closing.

36. This agreement hereby revokes and supercedes all prior agreements whatsoever entered into Buyer, Sellers, or any agents thereof.

37. All notices required hereunder shall be deemed to have been duly given if in writing and mailed by registered or certified mail, return receipt requested, all charges prepaid, addressed to Buyer or Sellers at their respective addresses designated herein, and in the case of notices addressed to Sellers, a copy thereof to Century 21, Silva Realty Associates, Inc., 176 Broadway, Somerville, Massachusetts 02145 and in case of Buyer, a copy thereof to Eileen MacLennan, Attorney At Law, 45 School Street, Boston, Massachusetts, 02108.

SELLER: Francisco C. Assuncao DATE SELLER: Rosalina H. Assuncao DATE

BUYER: Eric M. Derman DATE

BROKER: Century 21 DATE BROKER: Clay Gilmore Realty DATE
Silva Realty Associates, Inc.

SCALE: 1" = 10'

APRIL 16, 1964

EDWARD SMITH SURVEYOR

Middlesex Registry of Deeds, So. Dist.
CAMBRIDGE, MASS.

on Number 566 of 19 64

MAY 15, 1964 at 2135m P. m.

DEED Dec. 11. 311

AN. RAPOSA ETAL

J. REPOSA JR, ETUX.

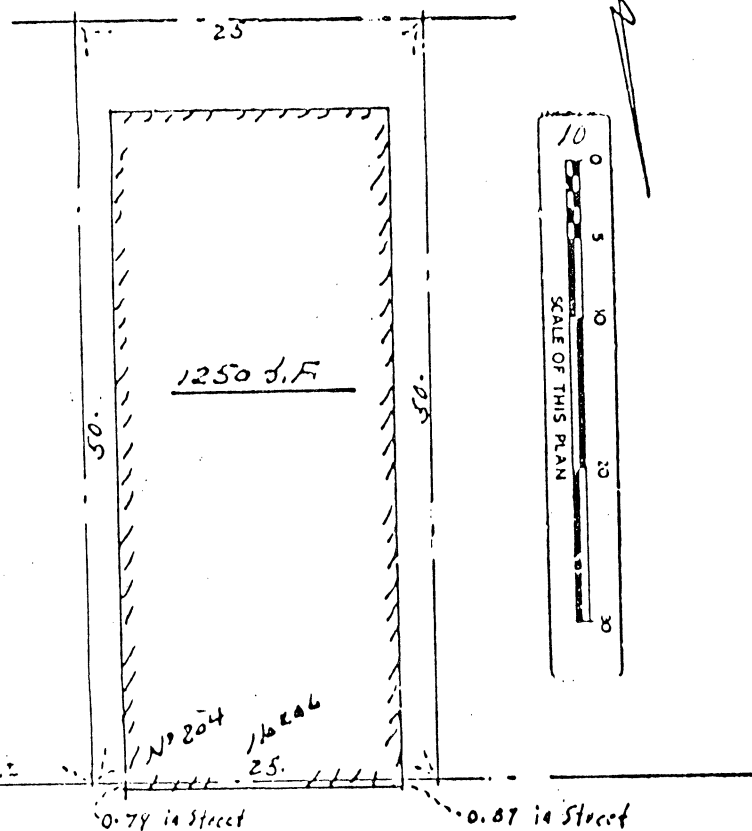
Doc 10528 Page 395

REGISTER

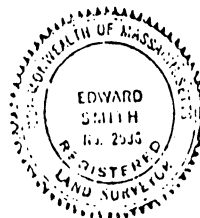
FILE 3.00

BY S.W.

THIRD ST.



HURLEY St.



The dwelling shown on this plan does not fall within a special flood hazard zone as delineated on a map of the community.

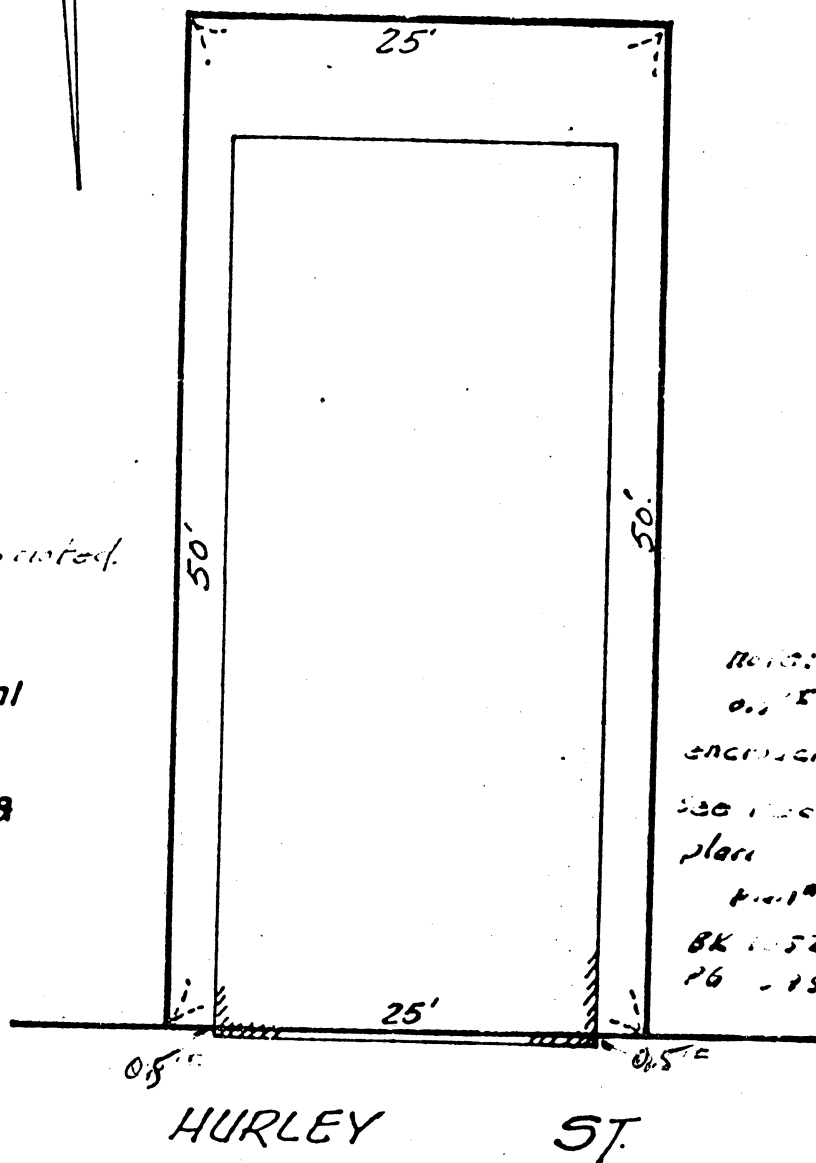
CAMBRIDGE MAP

I certify the location of the dwelling shown on this plan conforms to the local zoning laws; now or at the time of construction, except as noted.

This inspection was performed in accordance with the technical standards for mortgage loan inspections as adopted by the Mass. Assoc. of Land Surveyors & Civil Engineers, Inc.



This plan was not made from an instrument survey and these certifications are for mortgage purposes only. This plan applies only to conditions existing as of the date here on; and not for recording purposes.



CERTIFICATION PLAN

OF

No. 204-206 HURLEY ST.
CAMBRIDGE, MASS.

Scale: 1 in. = 10 ft.

MICHAEL P. ANTONINO
7 CABOT PLACE

344-4850

Date: AUG. 26, 1987
REG. LAND SURVEYOR
STOUGHTON, MASS.



COMMERCIAL
RESIDENTIAL

GREENWICH MORTGAGE CORPORATION

One Richmond Square
Providence, Rhode Island 02906

NEIL H. SAUNDERS
PRESIDENT

(401) 274-2288
(617) 447-0997

August 21, 1987

Mr. Eric Derman
186 Holland Street
Somerville, MA 02144

Dear Mr. Derman:

We are pleased to inform you that your loan has been approved subject to the following terms and conditions:

LOAN AMOUNT: \$211,200.00
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MAXIMUM RATE: 10.875%
PROGRAM: Fixed
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POINTS: 0
LOCK-IN EXPIRES: October 4, 1987

See page 2 for conditions.

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Please sign this commitment letter and return to Greenwich Mortgage Corporation within five days. You will have thirty days in which to close this loan.

Sincerely,


Neil H. Saunders

Dated

Borrower

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- 1) Satisfactory receipt and review of letter explaining charge-off as reported by credit bureau and evidence is paid in full.
- 2) Satisfactory receipt and review of completed gift letter and satisfactory verification of source of funds.
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- 4) Satisfactory receipt and review of addendum correcting borrowers name on appraisal.
- 5) Satisfactory receipt and review of operating income statement completed and signed by borrower.
- 6) Satisfactory receipt and review of new appraisal and operating income statement deleting statements regarding additional income earned from basement.

STANDARD FORM
PURCHASE AND SALE AGREEMENT

William McLernan
Attorney At Law
45 School Street
Boston, Mass. 02108
(617) 742-2465

- This _____ day of _____ 19 87
Francisco C. Assuncao and Rosalina H. Assuncao, of
204 Hurley Street, Cambridge, Massachusetts
- hereinafter called the SELLER, agrees to SELL and
Eric M. Derman, of 186 Holland Street, Somerville, Massachusetts 02144
hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth,
the following described premises:
1. PARTIES
(fill in)
2. DESCRIPTION
(fill in and include
title reference)
The land and buildings thereon located at 204-206 Hurley Street,
containing approximately 1,250 square feet. For title reference
purposes only, see Book 11471, Page 504 of the Middlesex County
Registry of Deeds.
3. BUILDINGS,
STRUCTURES,
IMPROVEMENTS,
FIXTURES
(fill in or delete)
Included in the sale as a part of said premises are the buildings, structures, and improvements now
thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all
wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades,
screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating
equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters,
plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside
television antennas, fences, gates, trees, shrubs, plants, and, ~~ONLY IF BUILT IN~~, refrigerators, air
conditioning equipment, ventilators, dishwashers, washing machines and dryers; and
but excluding the range and refrigerator in the basement.
4. TITLE DEED
(fill in)
*Include here by specific
reference any restric-
tions, easements, rights
and obligations in party
walls not included in (b),
leases, municipal and
other liens, other encum-
brances, and make pro-
vision to protect
SELLER against BUYER'S
breach of SELLER's
covenants in leases,
where necessary.
Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the
nominee designated by the BUYER by written notice to the SELLER at least seven _____ days
before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record
and marketable title thereto, free from encumbrances, except
(a) Provisions of existing building and zoning laws;
(b) Existing rights and obligations in party walls which are not the subject of written agreement;
(c) Such taxes for the then current year as are not due and payable on the date of the delivery of such
deed;
(d) Any liens for municipal betterments assessed after the date of this agreement;
(e) All easements or restrictions of record, if any, insofar as are
now in force and applicable provided none of the same adversely affect
the use, occupancy, enjoyment, marketability or the good clear
title of said premises for residential purposes.
5. PLANS
If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan
with the deed in form adequate for recording or registration.
6. REGISTERED
TITLE
In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient
to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said
deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.
7. PURCHASE PRICE
(fill in); space is
allowed to write
out the amounts
if desired
The agreed purchase price for said premises is Two Hundred Sixty-Four Thousand Dollars
(\$264,000.00) ----- dollars, of which
\$ 25,400.00 have been paid as a deposit this day and
\$ 1,000.00 paid on July 2, 1987
\$ 237,600.00 are to be paid at the time of delivery of the deed in cash, or by certified,
cashier's, treasurer's or bank check.
\$
\$ 264,000.00 TOTAL



- 15
8. TIME FOR PERFORMANCE;
- DELIVERY OF DEED (fill in)
- Such deed is to be delivered at 2:00 o'clock P. M. on the 28th day of September 19 87, at the Middlesex Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.
9. POSSESSION and CONDITIONS OF PREMISES.
(attach a list of exceptions, if any)
- Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to an inspection of said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause. Premises to be delivered in broom clean condition, and with tenants in possession as in paragraph 35 herein.
10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM
(Change period of time if desired).
- If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions hereof, ~~then no payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.~~ the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty days provided Buyer's financing commitment can be extended at no additional cost to him.
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.
- If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
12. BUYER'S ELECTION TO ACCEPT TITLE
- The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefor the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either
- (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
 - (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.
13. ACCEPTANCE OF DEED
- The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. USE OF MONEY TO CLEAR TITLE
- To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.
15. INSURANCE
* Insert amount (list additional types of insurance and amounts as agreed)
- Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:
- | Type of Insurance | Amount of Coverage |
|-----------------------|--------------------------|
| (a) Fire | *\$ As presently insured |
| (b) Extended Coverage | |
| (c) | |
16. ADJUSTMENTS
(list operating expenses, if any, or attach schedule)
- Collected rents, ~~mortgage interest~~, water and sewer use charges, ~~operating expenses and taxes~~ ~~to be so apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.~~ and taxes for the then current year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.

17. ADJUSTMENT OF
UNASSESSED
-AND
ABATED TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

18. **BROKER'S FEE**
(fill in fee with
dollar amount or
percentage; also
name of Broker(s))

A broker's fee for professional service of 14,840 is due from the SELLER to Century 21/Silva Realty Associates and Clay Gilmore Realty Inc. but only, if and when the Seller receives the full purchase price pursuant to this agreement and the Buyer accepts and record the Seller's deed and not otherwise.

[illegible]

and Clay Gilmore Realty

19. BROKER(S)
WARRANTY
(fill in name)

The Broker(s) named herein **Century 21, Silva Realty Associates, Inc.**
warrant(s) that the Broker(s) is(are) duly licensed as such by the Commonwealth of Massachusetts.

20. DEPOSIT
(fill in, or delete
reference to
broker(s) if
SELLER holds
deposit)

All deposits made hereunder shall be held in escrow by the Broker(s) Century 21, Silva Realty subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement, provided however that in the event of any disagreement the Broker(s) may retain said deposits pending instructions mutually given by the SELLER and the BUYER. Interest earned to be shared 50/50 by Buyer and Sellers at closing.

21. BUYER'S
DEFAULT;
DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and as full and complete satisfaction for and in lieu of this agreement in any event and the SELLER shall be the sole and exclusive, legal and equitable remedy for any default by the Buyer under this agreement.

22. RELEASE BY
HUSBAND OR
WIFE

The SELLER'S spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.

23. BROKER AS PARTY

The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.

XXXXXXXXXXXX
KXSTEX
SEAFIELDER
BENEFICIALXXX

[illegible]

25. **WARRANTIES AND REPRESENTATIONS**
(fill in); if none, state "none"; if any listed, indicate by whom each warranty or representation was made

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s):

None except as incorporated herein.

~~XXXXXXXXXXXXXXXXXXXX~~
~~CONTINGENCY~~
~~CHARGE~~

[illegible]

27. CONFIRMATION
OF AGREEMENT

The instrument executed in multiple counterparts, to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

28. LEAD PAINT
LAW

The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.

29. SMOKE
DETECTORS

The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke detectors in conformity with applicable law.

30. ADDITIONAL
PROVISIONS

The initialed riders, if any, attached hereto, are incorporated herein by reference.

See Rider A attached hereto.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

SELLER Francisco C. Assuncao

DATE

SELLER Rosalina H. Assuncao

DATE

BUYER Eric M. Derman

DATE

BUYER

Century 21

DATE

Broker(s) Clay Gilmore Realty

DATE

Silva Realty Associates, Inc.

EXTENSION

The time for the performance of the foregoing agreement is extended until _____ Date _____
the _____ day of _____ 19_____, time still being of the essence of this agreement as extended.
In all other respects, this agreement is hereby ratified and confirmed.

This extension, executed in multiple counterparts, is intended to take effect as a sealed instrument.

SELLER (or spouse)

SELLER

BUYER

BUYER

BROKER(S)

RIDER A TO PURCHASE AND SALE
AGREEMENT

Rider A to Purchase and Sale Agreement of Francisco C. Assuncao and Rosalina H. Assuncao, and SELLERS, and Eric M. Derman, BUYER, dated _____, 1987.

31. FINANCING. The Buyer agrees to apply promptly for a mortgage loan from an institutional lender of not more than \$212,000.00 payable in not more than 30 years at a rate of interest not to exceed prevailing rates, points and terms. Sellers agree to sign any documents required by lender. If the Buyer shall be unable to obtain said mortgage loan, then this agreement shall be void and without recourse to the parties hereto and all deposits made hereunder shall be forthwith refunded to the Buyer. The Buyer shall be deemed to have obtained a mortgage loan conforming to the above mentioned terms or to have waived the provisions of this paragraph if Sellers or Sellers' attorney is not notified in writing on or before September 10, 1987, at 5:00 p.m. that the Buyer has failed to receive said mortgage loan.

32. RIGHT TO INSPECT AND WAIVER. BUYER'S obligations hereunder is made subject to his right to obtain, at his own expense, a satisfactory lead paint inspection of the premises by consultant(s) of his own choosing within ten (10) days after the parties' execution of the Purchase and Sale Agreement. The Buyer and his consultant(s) shall have the right of access to the premises at reasonable times and in the presence of the Sellers upon twenty-four (24) hours advance notice for the purpose of inspecting the condition of said premises. If the Buyer is not satisfied with the results of such inspection, this Agreement may be terminated by the Buyer at his election, without legal or equitable recourse to either party, the parties thereby releasing one another from all liability under this Agreement, and the deposit shall be returned to the Buyer, provided, however, that the Buyer shall have notified the Sellers and in writing, within five (5) days of their receipt of the inspection report, of their intention to so terminate.

33. UFFI. Sellers acknowledge their responsibility to comply with M.G.L. c.255 S.12I as amended regarding Urea Formaldehyde Foam Insulation and represents and warrants that there is no Urea Formaldehyde Foam Insulation in the property.

34. RENT CONTROL STATUS. Sellers warrant and represent that the subject property is presently exempt from the Cambridge Rent Control Ordinance as an owner occupied building contained three units or less. Sellers agree to provide any documentation of this status which may be required by Buyer's lender.

35. TENANTS. Sellers warrant and represent that the tenants in the property and the terms of their tenancy are as follows:

SECOND FLOOR

THIRD FLOOR

- a) NAME OF TENANT
- b) MONTHLY RENTAL
- c) DATE RENT PAYABLE
- d) TENANT AT WILL OR LEASE
- e) AMOUNT OF SECURITY
DEPOSITS AND LAST
MONTHS RENT
- f) SECURITY DEPOSIT AND LAST
MONTHS RENT HELD IN BANK
AND ACCOUNT NUMBER
- g) UTILITIES AND SERVICES
INCLUDED IN RENT

The above tenants may remain in possession provided their rent is not in arrears and they are not in violation of any of the terms and conditions of their tenancy.

All security deposits and last months rent and leases or tenancy at will agreements presently held by the Sellers are to be transferred to the Buyer at the closing.

36. This agreement hereby revokes and supercedes all prior agreements whatsoever entered into Buyer, Sellers, or any agents thereof.

37. All notices required hereunder shall be deemed to have been duly given if in writing and mailed by registered or certified mail, return receipt requested, all charges prepaid, addressed to Buyer or Sellers at their respective addresses designated herein, and in the case of notices addressed to Sellers, a copy thereof to Century 21, Silva Realty Associates, Inc., 176 Broadway, Somerville, Massachusetts 02145 and in case of Buyer, a copy thereof to Eileen MacLennan, Attorney At Law, 45 School Street, Boston, Massachusetts, 02108.

SELLER: Francisco C. Assuncao DATE SELLER: Rosalina H. Assuncao DATE

BUYER: Eric M. Derman DATE

BROKER: Century 21 DATE BROKER: Clay Gilmore Realty --DATE
Silva Realty Associates, Inc.

PLAN OF LAND IN CAMBRIDGE, MASS.

SCALE: 1" = 10'

APRIL 16, 1964

EDWARD SMITH SURVEYOR

Middlesex Registry of Deeds, So. Dist.
CAMBRIDGE, MASS.

Plan Number 566 of 19 64

Recorded MAY 15, 1964 at 2:15 p.m.

Book DEED Doc. No. 311

By JEAN RAPOSA ETAL

For EUGENE J. REPOSA JR. ETUX.

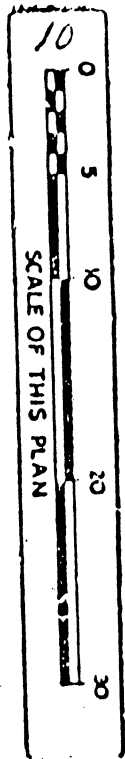
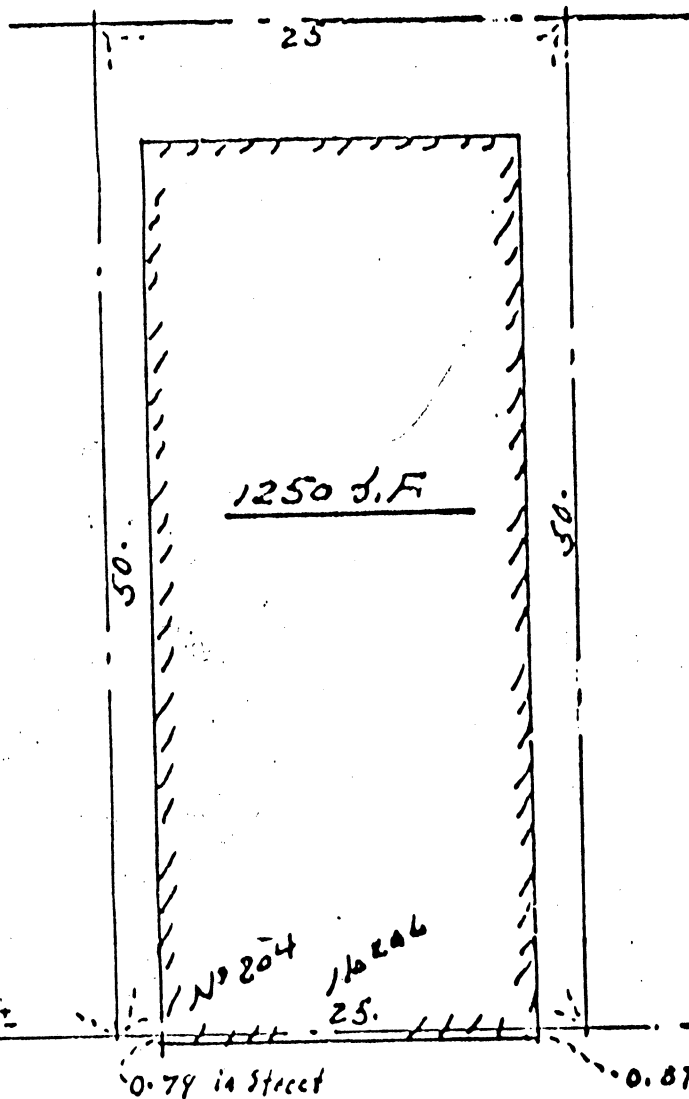
Recorded, Book 10528 Page 395

Witness: James P. Curley REGISTER

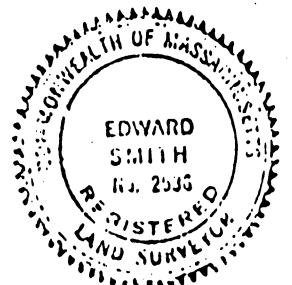
FEE \$3.00

BY S.W.

THIRD ST.



HURLEY ST.



RECEIVED BY
Cambridge OFFICE OF CITY CLERK

19 87

To the Honorable, the City Council of the
City of Cambridge:

1987 SEP -8 PM 12: 50

CAMBRIDGE MA.

The undersigned respectfully pray

that an easement be granted at 204-206
Hurley Street, East Cambridge, plot # 007.
Surveys of 1964 and 1982 indicate that
the Hurley St. side of house is anywhere
from .5 Feet to .87 Feet on public
sidewalk. I am the prospective buyer
of the house. Enclosed as proof
are: 1. copies of: Purchase & sales
agreement and mortgage confirmation.
Thank you for your prompt attention to
this matter.

Respectfully,

Eric M. Derrman

Eric M. Derrman

PETITION

of Eric M. Dermanfor an easementNo. 204-206 Hurley StreetSeptember 8. 19 87In City Council, September 14¹⁹ 87

Referred to the Committee on

Attest:

City Clerk.

Order Adopted
v/v