

## Common Mistakes

### Multiple Notations/Affidavits

1. On Estate Affidavits with more than one Deed reference (book & page) each notation will be charged unless otherwise stated;
2. All Affidavits (except foreclosure AFT's), Complaints & Orders with multiple Book and Page references will be charged per notation unless otherwise stated;

### General Matters

3. Every document submitted for recording must be clear and legible;
4. Any document containing a signature (except a witness) should have a printed name directly under/beside the name;
5. On all 6D (Common Charge Cert) Certificates must include the current owners name, Deed reference and property address including unit;
6. All Death Certificates must include a marginal Deed reference;
7. UCC Financing statements must include a Deed reference;
8. If a document is signed by POA (Power of Attorney), it must reference the recording information unless it is being recorded WITH another document. If it is, document must state "recorded herewith/prior to" depending upon the situation;
9. Exhibit A's cannot have any prior recording information on them (ex. End stamp, book & page must be removed);
10. E-Recorded documents must be submitted to the correct Department (Registry or Land Court-Registered Land);
11. All Affidavits must be signed "under the pains and penalties of perjury" per the MASS INDEXING STANDARDS;
12. All 5B Affidavits must be certified by an attorney licensed to practice law in Massachusetts. The Certification must contain the printed name, address, phone number & BBO# of the attorney making the certification

### Deeds

13. Consideration statement on a Deed/ESMT/LSE MUST match the written out words to the numeric (Five Hundred Thousand Dollars and No Cents) (\$500,000)
14. Deeds require a property address
15. Deeds require a full grantee address (Tax Bills)
16. All documents following the Deed should state "deed recorded herewith"

### Acknowledgement Clauses/Notaries

All documents being signed in Massachusetts that require an acknowledgment clause must meet M.G.L Ch. 222 Sec 15(b): the notary clause must include a satisfactory proof of ID (ex. MA Driver's License, MA State ID Card, Passport, Personal Knowledge, US Citizenship Card) must also include that the individual signing has done so voluntarily or of his/her free act and deed . Complete notary clauses, including the State, County and date Notary stamp must either be clear and legible or not on the document, instead the notaries name and expiration date must be printed.

# 1

Bk 24864 Pg367 #155  
01-03-2023 @ 02:20p

# Multiple Notations

## AFFIDAVIT M.G.L. c 65C §14(a)

RE: JOHN J. POLI, JR. ("Decedent")

Late of Holyoke, Massachusetts

Date of Death: 11/22/2022

I, MABEL C. POLI, of 5 School Street, Holyoke, Massachusetts, after first being duly sworn, do depose and say that:

1. I am a person in actual or constructive possession of property of the Decedent.
2. At the time of death, the Decedent owned an interest in real estate situated at 5 School Street, Holyoke, Massachusetts, AS MORE particularly described in a certain deed from JOHN J. POLI and MARY E. POLI, husband and wife, to JOHN J. POLI, JR. and MABEL C. POLI, husband and wife, as Tenants by the Entirety and not as Tenants in Common, by deed dated May 25, 1959, and recorded in the Hampden County Registry of Deeds, **Book 2685, Page 42** AND by a certain deed from ERNEST J. MARTINEAU and BESSIE B. MARTINEAU, husband and wife, to JOHN J. POLI, JR. and MABEL C. POLI, husband and wife, as Tenants by the Entirety and not as Tenants in Common, by deed dated May 26, 1959, and recorded in the Hampden County Registry of Deeds, **Book 2685, Page 43.** JOHN J. POLI, JR.'s death certificate is filed for recording herewith.
3. The gross estate of the Decedent does not necessitate a state or federal estate tax filing.
4. This Affidavit is given pursuant to and in accordance with the provision of the Massachusetts General Laws, Chapter 65C, Section 14(a).

Executed under the pains and penalties of perjury this 3rd day of January, 2023.

Mabel C. Poli  
MABEL C. POLI

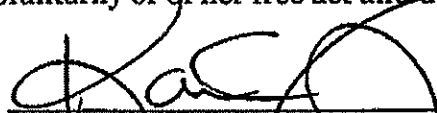
NOTARY SIGNATURE TO FOLLOW

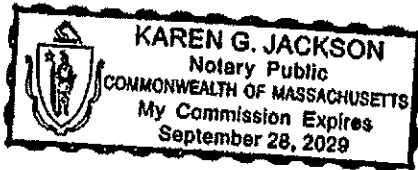
COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this 3rd day of January, 2023, before me, the undersigned notary public, appeared MABEL C. POLI, who proved to me through satisfactory evidence of identification, being (check whichever applies) \_\_\_ driver's license,  other state or federal government document bearing a photographic image which was a

Mass issued id card with photo oath or affirmation of a credible witness known to me who knows the above signatory, or \_\_\_ my own personal knowledge of the identity of the signatory, to be the person who signed this document in my presence, and acknowledged to me that she signed it voluntarily or of her free act and deed for its stated purpose.

  
\_\_\_\_\_  
Karen G. Jackson, Notary Public  
My Commission Expires: September 28, 2029



#2  
Multiple Notations

Bk 24932 Pg540 #10863  
03-09-2023 @ 03:59p

COMMONWEALTH OF MASSACHUSETTS  
HAMPDEN, ss WESTERN HOUSING COURT  
C.A. NO. 19H79SP000480

PHH MORTGAGE CORP. SUCCESSOR BY )  
MERGER TO OCWEN LOAN SERVICING, LLC )  
Plaintiff )  
)  
v. )  
)  
DANIEL J. WALKER and LISA P. WALKER, )  
Defendants )  
)  
----- )

**STIPULATED ORDER TO RESCIND FORECLOSURE**

WHEREAS, the Plaintiff in this matter is PHH Mortgage Corporation, successor by merger to Ocwen Loan Servicing, LLC ("PHH");

WHEREAS, the Defendant Mortgagors in this matter are Daniel J. Walker and Lisa P. Walker ("Walkers");

WHEREAS, the subject property in dispute in this matter is located at 115 Pascoe Road, Springfield, Massachusetts ("Property");

WHEREAS a foreclosure sale of the Property was conducted on or about August 30, 2018 (the "Foreclosure");

WHEREAS a foreclosure deed was recorded at the Hampden County Registry of Deeds on September 27, 2018 at Book 22378 page 68;

WHEREAS the Parties have agreed the rescind the foreclosure revive the mortgage and expunge the Foreclosure Deed from the Hampden Registry of Deeds;

WHEREAS the Parties agree Daniel and Lisa Walker may submit a Request for Mortgage Assistance package for PHH's review and that review will satisfy the Mortgage paragraph 9 requirements for a face to face meeting;

WHEREAS the Parties agree PHH makes no promises or assurances that the Walkers will qualify for a loan modification;

WHEREAS the Parties agree the failure to approve a loan modification shall not constitute a breach of this Stipulated Order;

IT IS ORDERED that:

1. The foreclosure sale of August 30, 2018 is rescinded and declared void;
2. The foreclosure deed and affidavit of sale recorded in the Hampden Registry of Deeds (Book 22378, Page 68) is rescinded and declared to be of no effect;
3. The Mortgage recorded at Book 14591 page 311 is revived; and
4. Pending further agreement or adjudication, neither party waives any rights.

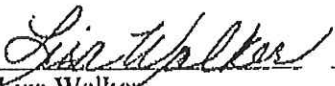
Respectfully submitted by:

Plaintiff  
By its Attorney

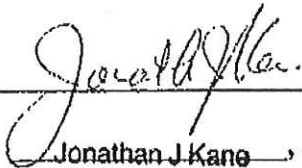
Defendants

  
 Stephanie Sprague BBO#667714  
 Locke Lord, LLP  
 111 Huntington Ave., 9th Fl.  
 Boston MA 02199  
 617-239-0222  
[Stephanie.Sprague@lockelord.com](mailto:Stephanie.Sprague@lockelord.com)

\_\_\_\_\_  
Daniel Walker

  
 Lisa Walker

IT IS SO ORDERED

  
 \_\_\_\_\_  
 Jonathan J. Kane, Justice  
 First Justice

Dated: 12/2/22

# 2

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

HOLYOKE DISTRICT COURT  
DOCKET NO. 227CU120

BOARD OF TRUSTEES OF THE )  
CHERRY HILL ESTATES )  
CONDOMINIUM TRUST, )  
Plaintiff )

v. )

JAMIE E. STAWARZ, )  
Defendant )

COMPLAINT

and )

SANTANDER BANK, NA f/k/a )  
SOVEREIGN BANK, NA )  
Defendants/Parties-In-Interest )

PRELIMINARY STATEMENT

1. This is an action brought by the organization of unit owners of a condominium (a) pursuant to G.L. c. 183A, § 6(b) against the unit owner for unpaid common expenses; and (b) pursuant to G.L. c. 183A, §§ 6(a) and 6(c) and G.L. c. 254, §§ 5 and 5A, to establish and enforce a lien for these unpaid common expenses. This action further seeks a determination of the priority of the unit owner organization's lien under G.L. c. 183A, § 6(c).

PARTIES

2. The Plaintiff, Board of Trustees of the Cherry Hill Estates Condominium Trust consists of the duly elected members of the governing body of the Cherry Hill Estates Condominium Trust under a Declaration of Trust with Bylaws dated December 23, 1986 and recorded with the Hampden County Registry of Deeds in Book 6399, Page 545, which Trust [Association] is the organization of unit owners of the Cherry Hill Estates Condominium (hereinafter referred to as the "Association"), a condominium established by Master Deed dated December 23, 1986 and recorded with the Hampden County Registry of Deeds in Book 6399, Page 513 (hereinafter referred to

District Court, Holyoke Division as the "Condominium"). The Plaintiff brings this action pursuant to its powers in the

A TRUE COPY ATTEST

Clerk/Magistrate of Said Court

FILED  
DEC 02 2022

HOLYOKE DIVISION  
DISTRICT COURT DEPARTMENT



said Declaration of Trust and Bylaws of the Condominium and in G.L. c. 183A, § 10(b)(4). Additionally, it brings this action on behalf of all other parties in interest pursuant to G.L. c. 254, § 5.

3. The subject unit to this action, 7C Maplecrest Circle a/k/a 7C Maple Crest Circle, Holyoke, MA in the Cherry Hill Estates Condominium (hereinafter referred to as the "Unit"), is owned by the Defendant Jamie E. Stawarz, pursuant to a Unit Deed dated August 29, 2005, and recorded with the Hampden County Registry of Deeds in Book 15287, Page 166. Upon information and belief the defendant resides at 7C Maplecrest Circle, Holyoke, MA 01040.
4. The Defendant/Party-In-Interest, Santander Bank, NA f/k/a Sovereign Bank, NA, holds a first mortgage of record upon the dated August 29, 2005, and recorded with the Hampden County Registry of Deeds in Book 15287, Page 170, as modified by instrument dated January 1, 2017, and recorded with the Hampden County Registry of Deeds in Book 21584, Page 486. Defendant/Party-In-Interest's address is 824 North Market St., Ste. 100, Wilmington, DE 19801.

#### FACTS

5. Pursuant to G.L. c. 183A, § 6 and the applicable provisions of the Condominium's documents, the Defendant has been duly assessed common expenses and charges in the amount of \$16,068.81 (hereinafter "common expenses"), which have not been paid when due.
6. Interest and late fees have been charged for these overdue payments of common expenses pursuant to G.L. c. 183A, § 6(a) and the applicable provisions of the Condominium's documents, and the Defendant is liable for attorneys' fees and costs incurred by the Plaintiff in pursuing this matter in accordance with said provisions.
7. Pursuant to G.L. c. 183A, § 6(c), the Plaintiff did give the Defendant and Defendant/Party-In-Interest notice by certified and first class mail of the aforesaid delinquency, such delinquency having existed for at least sixty days.

8. Pursuant to G.L. c. 183A, § 6(c), the Plaintiff did give notice to the Defendant/Party-In-Interest, by certified and first class mail, of its intent to file this action.

**CAUSES OF ACTION**

*COUNT I—AGAINST THE DEFENDANT PERSONALLY*

9. The Defendant is, pursuant to G.L. c. 183A, § 6(b), and the applicable provisions of the Condominium's documents, indebted to the Plaintiff for the amount of unpaid common expenses, interest, late fees, attorneys' fees and, collection costs as above stated and as such may additionally accrue hereafter.

*COUNT II—AGAINST THE UNIT*

10. Pursuant to the provisions of G.L. c. 183A, §§ 6(a) and 6(c), said arrearage in common expenses, with interest, late fees, attorney fees, and collection costs as aforesaid, and such as may additionally accrue hereafter, constitute a lien upon the Unit.

*COUNT III—ESTABLISHING THE PRIORITY OF THE LIEN*

11. Pursuant to the provisions of G.L. c. 183A, § 6(c), the lien on the Unit has priority over all other liens and encumbrances except (a) liens and encumbrances recorded prior to the recording of the aforesaid Master Deed, (b) liens for real estate taxes and other municipal assessments or charges, and (c) any first mortgage of record; provided, however, that as to the first mortgage of record the Plaintiff's lien is prior thereto to the extent of monthly common expense assessments which became due during the six months prior to the institution of this action plus all attorneys' fees and collection costs incurred by the Plaintiff in the enforcement thereof.

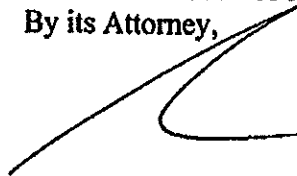
WHEREFORE the Plaintiff prays that this Honorable Court:

- a) Find that the Defendant is indebted to the Plaintiff for the amount of unpaid common expenses, interest, late fees, attorney fees and collection costs as may be found.
- b) Declare that there is a lien upon the Unit in the amount of the debt as found.
- c) Declare that the lien is entitled to the priority as provided for by law.



- d) Order the sale of the Unit to satisfy the declared lien.
- e) Grant possession of the Unit as a part of said sale.
- f) Grant such other relief as may be just and proper.

Respectfully submitted,  
BOARD OF TRUSTEES CHERRY HILL  
ESTATES CONDOMINIUM TRUST  
By its Attorney,



11/30/22  
Date

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Stephen M. Reilly, Jr., Esq., BBO#667109  
S.M. Reilly Associates, L.L.C.  
One Monarch Place, Suite 730  
Springfield, MA 01144  
Tel: (413) 788-6674, Fax: (413) 788-6760

#3, #13, #14, #15

Bk 24943 Pg233 #12410  
03-20-2023 @ 02:40p

Property Address:

37 Glen Albyn Street  
Springfield, Massachusetts

MASSACHUSETTS STATE EXCISE TAX  
HAMPDEN COUNTY REGISTRY OF DEEDS  
Date: 03-20-2023 @ 02:40pm  
Ct1#: 205 Doc#: 12410  
Fee: \$1,527.60 Cons: \$335,000.00

## QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS THAT I, **JESSICA RODRIGUEZ**, an unmarried woman, of 37 Glen Albyn Street, Springfield, Massachusetts

for consideration paid in the amount of **THREE HUNDRED THIRTY-FIVE THOUSAND AND 00/100 (\$335,000.00) DOLLARS,**

Grant to **PETE BARTON** of **59 Riverview Street, Brockton, Massachusetts**

with QUITCLAIM COVENANTS

The property located at 37 Glen Albyn Street, Springfield, Massachusetts, and as more particularly described in **EXHIBIT A.** attached hereto and made a part hereof.

As per M.G.L. Chapter 188, sect. 13, the Grantor, under oath and subject to the pains and penalties of perjury, does hereby depose, state and certify that: (i) I release all rights of Homestead in the subject realty being conveyed, (ii) no spouse, non-owner spouse, former spouse, or any other person resides in the home, and (iii) at the time of delivery of this deed, no spouse, former spouse, or any other person is entitled to claim the benefit of an existing estate of homestead in the premises being conveyed.

Being the same premises conveyed to the Grantor herein by deed dated May 10, 2019 and recorded in the Hampden County Registry of Deeds in Book 22664, Page 127.

*(Signature page to follow)*

Property Address: 37 Glen Albyn St, Springfield

WITNESS my hand and seal this 17 day of March, 2023.

*J. Rodriguez*  
JESSICA RODRIGUEZ

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this 17 day of March, 2023, before me, the undersigned notary public, personally, appeared **Jessica Rodriguez**, proved to me through satisfactory evidence of identification, which was, a **MA Driver's License**, to be the person whose name is signed on the preceding or attached document, and who swore, subscribed and affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief and that she signed the document **voluntarily for its stated purpose.**



**ALLISON E. TOBIAS**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
December 29, 2028

*Allison E. Tobias*

Notary Public : **Allison E. Tobias**  
My Commission Expires: **12/29/2028**

**EXHIBIT A**

The land in Springfield, Hampden County, Massachusetts, being shown on a Plan entitled "Plan of Land in Springfield, MA owned by Alice M. Collins...Feb. 1998..." said Plan being recorded in the Hampden County Registry of Deeds in Book of Plans 306, Page 115, said Lot E being more particularly bounded and described as follows:

**NORTHWESTERLY** by Glenalbyn Street, a distance of seventy-five and 00/100 (75.00) feet;

**NORTHEASTERLY** by Lot A as shown on said plan, a distance of one hundred and 00/100 (100.00) feet; and

**SOUTHEASTERLY** by said last-named land seventy-five and 00/100 (75.00) feet; and

**SOUTHWESTERLY** by Lot D as shown on said plan, one hundred and 00/100 (100.00) feet.

Containing 7,500 sf.

# #4 Document missing printed names under signature

## MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made this 2<sup>nd</sup> day of March, 2023, by **Griffith Road Property Owner, LLC**, a Massachusetts limited liability company, whose address is 133 Pearl Street, Boston, Massachusetts 02110 ("Landlord"), and **UFP Site Built, LLC**, a Michigan limited liability company, whose address is 2801 E Beltline Ave NE, Grand Rapids, MI 49525 ("Tenant").

Landlord and Tenant entered into a lease agreement dated March 2, 2023 (the "Lease"), by which Landlord leased to Tenant certain real property located in the city of Chicopee, Hampden County, Massachusetts, commonly known as 301 Griffith Road, and legally described on the attached Exhibit A (the "Premises").

This instrument is made for the purpose of giving public notice of the fact of the execution and existence of the Lease, and all of the terms and conditions of the Lease are incorporated by reference into this instrument, including the following:

1. The term of the Lease is for a period of Ten (10) Lease Years and three (3) months, commencing on March 2, 2023.
2. The Lease grants to the Tenant the option to renew the Lease for four (4) consecutive additional periods of five (5) years each in accordance with Article 2., Section 2.2 of the Lease.
3. The Lease grants Tenant an exclusive Right of First Refusal to purchase the Premises pursuant to the terms of Article 2, Section 2.3 of the Lease.
4. To the extent of any inconsistencies between this Memorandum of Lease and the Lease, the terms of the Lease shall control.
5. In the event of termination of this Lease, within thirty (30) days after written request from Landlord, Tenant agrees to execute, acknowledge and deliver to Landlord an agreement removing such short form of lease from record. If Tenant fails to execute such agreement within said thirty (30) day period or fails to notify Landlord within said thirty (30) day period of its reasons for refusing to execute such agreement, Landlord is hereby authorized to execute and record such agreement removing the short form of lease from record. This provision shall survive any termination of this Lease.



The parties have signed this Memorandum of Lease on the date first set forth above.

(Signatures appear on the following pages.)

UFP Site Built, LLC,  
a Michigan limited liability company

By: [Signature]

Title: Secretary

STATE OF Michigan )  
COUNTY OF Kent )

The foregoing document was acknowledged before me this 6<sup>th</sup> day of March, 2023, by Mike Ellerbrook, the Executive Vice President of UFP Site Built, LLC, a Michigan limited liability company.

Monica P. Taylor



Notary Public, Michigan County, Kent  
My commission expires: March 13, 2024

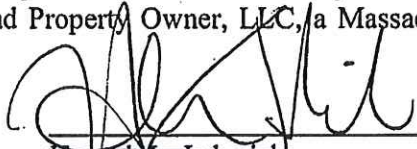
**Griffith Road Property Owner, LLC,**  
a Massachusetts limited liability company

By:   
Title: MANAGER

STATE OF Massachusetts )  
  )  
COUNTY OF Suffolk        )

The foregoing document was acknowledged before me this 3<sup>rd</sup> day of March, 2023, by Steven Goodman, the Manager of Griffith Road Property Owner, LLC, a Massachusetts limited liability company.



  
Notary Public, Suffolk County, Massachusetts  
My commission expires: 5/10/2024

Drafted by and after  
recorded, return to:



**Incomplete notary  
clause**

**EXHIBIT A  
TO  
MEMORANDUM OF LEASE**

Parcel No. CHIC-000004-000000-W000010  
Common address: 301 Griffith Rd, Chicopee, MA 01022

**Parcel 1: 301 Griffith Road (Tax Map W4, Lot 10)**

A certain parcel of land with any improvements thereon located on Griffith Road in said Chicopee and shown as "LOT 3A" on a plan entitled "CHICOPEE, MASS. HAMDPEN COUNTY PLAN OF LAND OWNED BY WESTOVER METROPOLITAN DEVELOPMENT CORP., Drawing No. APN-09 dated September 28, 1990 and recorded in Book of Plans 274, Page 11, more particularly bounded and described as follows:

Northwesterly	by Griffith Road a distance of five hundred twenty-five and 00/100 (525.00) feet;
Northerly	by Griffith Road and Better Way a distance of thirty-nine and 27/100 (39.27) feet;
Northeasterly	by Better Way a distance of five hundred fifty and 00/100 (550.00) feet;
Easterly	by Better Way and other land of Westover Metropolitan Development Corporation a distance of thirty-nine and 27/100 (39.27) feet;
Southeasterly	by other land of Westover Metropolitan Development Corporation a distance of five hundred twenty-five and 00/100 (525.00) feet; and
Southwesterly	by Lot 3B as shown on said plan a distance of six hundred and 00/100 (600.00) feet.

Together with an easement and right of way in common with all others having rights therein within the boundaries of a proposed way shown as "Proposed Griffith Road" and a proposed way shown as "Proposed Better Way" on a plan recorded in the Hampden County Registry of Deeds in Book of Plans 273, Page 70 (hereinafter the "Subdivision Plan") and within the boundaries of "Easement No. 1" and "Easement No. 3" as shown on a plan recorded as aforesaid in Book of Plans 273, Page 71 (hereinafter the "Easement Plan") between the intersection of Central Avenue, James Street and Johnson Drive and the land herein conveyed, to use such easement for such purposes as public ways are customarily used, including the right of ingress and egress and the right to connect to all utilities located on, in, under or above said easement areas (subject, however, to the provisions of a Grant of Easement from the United States dated August 16, 1990 and recorded as aforesaid in Book 7542, Page 72, as may be affected by Final Acceptance Inspection Report dated February 14, 1992 and recorded in said Registry at Book 7967, Page 585).

**Parcel 2:** Also a certain parcel of land with any improvements thereon located on Griffith Road in said Chicopee and shown as "LOT 3B" on a plan entitled "CHICOPEE, MASS. HAMDPEN COUNTY PLAN OF LAND OWNED BY WESTOVER METROPOLITAN DEVELOPMENT CORP., Drawing No. APN-09 dated September 28, 1990 and recorded in Book of Plans 274, Page 11, more particularly bounded and described as follows

Northwesterly	by Griffith Road a distance of two hundred seventy-five and 18/100 (275.18) feet;
Northeasterly	by Lot 3A as shown on said plan a distance of six hundred and 00/100 (600.00) feet;
Southeasterly	by other land now or formerly of Westover Metropolitan Development Corporation a distance of two hundred seventy-five and 18/100 (275.18) feet;
Southwesterly	by other land now or formerly of Westover Metropolitan Development Corporation a distance of six hundred and 00/100 (600.00) feet.

Both Parcels 1 and 2 together with the following:

(i) non-exclusive easement rights for storm drainage northeasterly of Lot 5, as acquired by the City of Chicopee by instrument dated March 28, 1980 and recorded in the Hampden County Registry of Deeds in Book 4963, Page 293 and as set forth in the deed of the City of Chicopee dated September 5, 1990 (hereinafter the "City Deed"), and recorded in said Registry at Book 7542, Page 90;

(ii) non-exclusive easement rights for sanitary sewerage located in Goodwin Street as acquired by the City of Chicopee by instrument dated March 28, 1980 and recorded in the Hampden County Registry of Deeds in Book 4963, Page 281 and as set forth in the City Deed;

(iii) non-exclusive easement rights for storm drainage across Lots 4, 5 and 6 as shown on a plan recorded in the Hampden County Registry of Deeds in Book of Plans 273, Page 70 (the "Subdivision Plan") labeled as "PROPOSED 60' DRAINAGE EASEMENT AREA = 27,900 +/- S.F.", "PROPOSED DRAINAGE EASEMENT AREA = 54,892 +/- S.F." and "PROPOSED DRAINAGE EASEMENT AREA 102,289 +/- S.F.";

(iv) non-exclusive easement rights for sanitary sewerage and storm drainage across Lot 1 as shown on the Subdivision Plan and labeled as "PROPOSED 10' UTILITY EASEMENT AREA = 4,950 +/- S.F.";

(v) non-exclusive easement rights for sanitary sewerage and storm drainage across Lot 5 as shown on the Subdivision Plan as "PROPOSED 20' UTILITY EASEMENT AREA = 11,061 +/- S.F."; and

(vi) non-exclusive easement rights for storm drainage across Lot 5 as shown on the Subdivision Plan as "PROPOSED DRAINAGE EASEMENT AREA = 113,074 +/- S.F.".

Being the parcels conveyed to Grantor herein by deeds recorded in Book 7572, Page 108 and Book 8555, Page 27, respectively. See also Articles of Amendment recorded at Book 24042, Page 532.

**Parcel 3: 0 Griffith Road (Tax Map W4, Lot 12)**

A certain tract or parcel of land in Chicopee, Hampden County, Massachusetts, situated on the southerly line of Griffith Road, shown as Lot 3C on a plan of land entitled "Plan of Land Owned by Westover Metropolitan Development Corp.," prepared by Hill-Engineers, Arch., Planners, Inc., dated April 4, 1986 and recorded in the Hampden County Registry of Deeds in Plan Book 298, Page 26, and being more



particularly bounded and described as follows:

Beginning at an iron pin set on said southerly line of Griffith Road, the same being the northeast corner of the parcel hereby conveyed; thence running

S 40° 40' 16" E along Lot 3B as shown on said plan a distance of Six Hundred and 00/100 (600.00) feet to an iron pin; thence running

S 49° 19' 44" W along proposed Road "B" as shown on said Plan, a distance of Fifty-four and 82/100 (54.82) feet to an iron pin to be set; thence running

Northwesterly, following an arc of a curve to the right along proposed Road "B" as shown on said Plan having a radius of One Hundred Forty and 00/100 (140.00) feet for an arc length of Two Hundred Nineteen and 91/100 (219.91) feet to an iron pin to be set; thence running

N 40° 40' 16" W along proposed Road "B" as shown on said Plan a distance of Four Hundred Thirty-Five and 00/100 (435.00) feet to an iron pin to be set; thence running

Northeasterly, following an arc of a curve to the right along proposed Road "B" as shown on said Plan having a radius of Twenty-five and 00/100 (25.00) feet for an arc length of Thirty-nine and 27/100 (39.27) feet to an iron pin to be set; thence running

N 49° 19' 44" E along said Griffith Road a distance of One Hundred Sixty-Nine and 82/100 (169.82) feet to the point of beginning.

Together with the following

(i) non-exclusive easement rights for storm drainage northeasterly of Lot 5, as acquired by the City of Chicopee by instrument dated March 28, 1980 and recorded in the Hampden County Registry of Deeds in Book 4963, Page 293 and as set forth in the deed of the City of Chicopee dated September 5, 1990 (hereinafter the "City Deed"), and recorded in said Registry at Book 7542, Page 90;

(ii) non-exclusive easement rights for sanitary sewerage located in Goodwin Street as acquired by the City of Chicopee by instrument dated March 28, 1980 and recorded in the Hampden County Registry of Deeds in Book 4963, Page 281 and as set forth in the City Deed.

Being the parcel conveyed to Grantor herein by deed recorded in Book 9561, Page 596. See also Articles of Amendment recorded at Book 24042, Page 532.

**Parcel 4: 0 Griffith Road (Tax Map W4, Lot 11B)**

A certain tract or parcel of land in Chicopee, Hampden County, Massachusetts, situated on the southerly line of Griffith Road, shown as Lot IA-2 on a plan of land entitled "Plan of Land Prepared For Westover Metropolitan Development Corp.," prepared by Hill-Engineers, Arch., Planners, Inc., dated February 17, 1999 and recorded in the Hampden County Registry of Deeds in Plan Book 312, Page 18, and being more particularly bounded and described as follows:

Beginning at an iron pin set on said southerly line of Griffith Road, the same being the northeast corner of the parcel hereby conveyed; thence running

Southwesterly, following an arc of a curve to the left along Lot 3C as shown on said Plan having a radius of

Twenty-five and 00/100 (25.00) feet for an arc length of Thirty-Nine and 27/100 (39.27) feet to a computed point; thence running

S 40° 40' 16" E along Lot 3C as shown on said Plan a distance of Four Hundred Thirty-Five and 00/100 (435.00) feet to an iron pin; thence running

Southeasterly, following an arc of a curve to the left along Lot 3C as shown on said Plan having a radius of One Hundred Forty and 00/100 (140.00) feet for an arc length of Two Hundred Nineteen and 91/100 (219.91) feet to an iron pin; thence running

S 49° 19' 44" W along Lot 1B and Lot IA-I as shown on said Plan, a distance of Three Hundred Fifty and 57/100 (350.57) feet to a proposed iron pin; thence running

N 40° 40' 16" W along Lot IA-I as shown on said Plan a distance of Six Hundred and 00/100 (600.00) feet to a proposed iron pin; thence running

N 49° 19' 44" E along said Griffith Road a distance of Two Hundred Thirty-Five and 57/100 (235.57) feet to the point of beginning.

Together with the following:

(i) non-exclusive easement rights for storm drainage northeasterly of Lot 5, as acquired by the City of Chicopee by instrument dated March 28, 1980 and recorded in the Hampden County Registry of Deeds in Book 4963, Page 293 and as set forth in the deed of the City of Chicopee dated September 5, 1990 (hereinafter the "City Deed"), and recorded in said Registry at Book 7542, Page 90;

(ii) non-exclusive easement rights for sanitary sewerage located in Goodwin Street as acquired by the City of Chicopee by instrument dated March 28, 1980 and recorded in the Hampden County Registry of Deeds in Book 4963, Page 281 and as set forth in the City Deed.

Being the parcel conveyed to Grantor herein by deed recorded in Book 10720, Page 165. See also Articles of Amendment recorded at Book 24042, Page 532.

# #5 Missing property address

## 6D Cert

REGENCY CONDOMINIUM TRUST

Certificate under G.L.C. 183a, Section 6(d)

The undersigned Trustees of REGENCY CONDOMINIUM TRUST, under a Declaration of Trust dated August 27, 1986, recorded with Hampden County Registry of Deeds at Book 6206, Page 17, hereby certify in accordance with General Laws Chapter 183A, Section 6(d) that there are no unpaid common expenses assessed and due and/or payable against Unit 325 currently owned by Farrell Revocable Trust as of March 31, 2023.

WITNESS our hands and seals on this 27<sup>th</sup> day of February in the year of 2023.

Barbara J. Levi, Trustee

Barbara J. Levi, Trustee, as aforesaid and not individually

Jacqueline B. Wise, Trustee

Jacqueline B. Wise, Trustee, as aforesaid and not individually

**Notary Public - Acknowledgement**

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

Dated: 2/27/23

On this date before me the undersigned notary public, the above-named Barbara J. Levi, Trustee and Jacqueline B. Wise, Trustee of the Regency Condominium Trust, personally appeared, proved to me through satisfactory evidence of identification which is my personal knowledge of their identity, to be the persons whose names are signed on the preceding or attached document, and acknowledged that as Trustees of said Trust, he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act and deed of said Trust, for the uses and purposes set forth.

[Signature]  
Notary Public - [Redacted]

My Commission Expires: February 21, 2025





# 5 6D Cert  
Correct

Bk 24943 Pg247 #12419  
03-20-2023 @ 02:59p

1350 Main Street, Suite 1410 • Springfield, MA 01103 • Telephone (413) 732-2158 • Fax (413) 781-2100

STATEMENT OF COMMON CHARGES  
PURSUANT TO M.G.L. CH 183A SEC 6D

Full Property Address: 147 Corey Colonial, Agawam, MA 01001

Re: Unit #147

Full Name of Current Property Owner(s): Lynda Hosmer

Deed Reference: Master Deed from Colebrook Corporation, Dated August 1, 1979 and recorded in accordance with the Hampden County Registry of Deeds at Book 4807 Page 227 and as set forth in Article VIII, Section 1 of the By-Laws of Corey Colonial Association.

Legal Name of Condominium and Address: THE COREY COLONIAL CONDOMINIUM ASSOCIATION, Agawam, Massachusetts, 01101.

Name(s) of Entity Issuing 6D: Corey Colonial Board of Trustees

We, the CCA Board President and the Secretary/Authorized Agent of the 183A Section 6(d) hereby acknowledges compliance with the requirements of a certain "right of refusal", so-called, set forth in a certain Master Deed from COLEBROOK CORPORATION, dated August 1, 1979 and recorded in the Hampden County Registry of Deeds at Book 4807, Page 227, and as set forth in Article VIII, Section 1 of the By-Laws of Corey Colonial Association and further acknowledges that the Corey Colonial Condominium Association has elected not to re-purchase the Unit No. 147 from owner and consents, if necessary, to the sale of said Unit No. 147 COREY COLONIAL ASSOCIATION, however, reserves unto itself the said "right of first refusal" to any subsequent sale of the said Unit and nothing contained herein is to be construed to the contrary. I hereby certify that all common charges and expenses for the aforementioned Unit are paid through March 31, 2023, and that there are no special assessments pending or due. The current Common Charges are \$230.00 for this unit per month.

**SELLER MUST PROVIDE THE RECREATION KEY FOB TO THE BOARD PRIOR TO 6D CERTIFICATE BEING RELEASED TO THE SELLER. THERE IS A \$100.00 REPLACEMENT FEE FOR KEY FOB REPLACEMENT.**

WITNESS our hands and seals this 15 of March, 2023.

[Signature]  
Signature

[Signature]  
Signature

President/CEO Michael J. Daley  
Printed Name and Title

Secretary Bernadette Cruz  
Printed Name and Title

COMMONWEALTH OF MASSACHUSETTS

Hampden County, ss. Springfield, MA

On this 15 day of March 2023, before me, the undersigned notary public, personally appeared Bernadette Cruz and Michael Daley, proved to me through satisfactory evidence of identification, which was MA Drivers License to be the person whose name is signed on the preceding document and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

x Desiree Q. Harris  
Notary Public

Qualified in the Commonwealth of Massachusetts  
CHERYL A. COAKLEY-RIVERA, REGISTER  
HAMPDEN COUNTY REGISTRY OF DEEDS  
E-RECORDED





#6 missing BK+PG of Deed

CERTIFICATE OF VITAL RECORD

VERIFY PRESENCE OF WATERMARK

HOLD TO LIGHT TO VIEW

The Commonwealth of Massachusetts

CT 5269506



Commonwealth of Massachusetts  
Registry of Vital Records and Statistics  
CERTIFICATE OF DEATH

State File # 2023 004815  
Registered # 39

07012019

DECEDENT	Place of Death: 20 DARTMOUTH STREET, AGAWAM, MA		Date of Death: JANUARY 27, 2023		Age: 88 YRS	Sex: FEMALE
	Current Name: WILLETT, PATRICIA PEARL		Surname at Birth or Adoption: PLUNKETT		SSN: [REDACTED]	
	Date of Birth: MARCH 26, 1934		Birthplace: PLATTSBURG, NEW YORK			
	Residence: 20 DARTMOUTH STREET, AGAWAM, MASSACHUSETTS 01001					
	Race: WHITE		Education: HIGH SCHOOL GRADUATE OR GED			
	Marital Status: MARRIED		Occupation/Industry: CAKE DECORATOR/SELF-EMPLOYED			
	Last Spouse - Last, First, Middle (Surname at Birth or Adoption): WILLETT, LAWRENCE, E (WILLETT)				Decedent: U.S. Veteran (Most Recent): NO	
	Parent Name - Last, First, Middle (Surname at Birth or Adoption): PLUNKETT, ROSE (UNKNOWN)				Birthplace: NEW YORK	
	Parent Name - Last, First, Middle (Surname at Birth or Adoption): PLUNKETT, JAMES (PLUNKETT)				Birthplace: NEW YORK	
	Part I. Cause of Death - Sequentially list immediate cause then antecedent causes then underlying cause					
a. Immediate Cause (Final condition resulting in death):		CARDIOPULMONARY ARREST		Interval between onset and death: IMMEDIATELY SEC.		
b. Due to or as a consequence of:		CONGESTIVE HEART FAILURE		6 MOS.		
c. Due to or as a consequence of:		DEMENTIA VASCULAR		2 YRS.		
d. Due to or as a consequence of:						
Part II. Other significant conditions contributing to death but not resulting in underlying cause						
				Manner of Death: NATURAL		
				Time of Death: 05:05 PM		
				Result of Injury: NO		
Certifier: CHRISTINA HAYFRON-BENJAMIN, MD Lic # 80088						
Addr.: 230 MAIN STREET, AGAWAM, MASSACHUSETTS 01001						
Funeral Licensee/Designee: FRANK A. FORASTIERE Lic # 5408						
Facility/Addr.: COLONIAL FORASTIERE FUNERAL HOME, AGAWAM, MASSACHUSETTS						
Immediate Disposition: CREMATION						
Date of Immediate Disposition: JANUARY 31, 2023						
Place/Address: SPRINGFIELD CREMATORY, 171 MAPLE STREET, SPRINGFIELD, MASSACHUSETTS 01105						
Date of Record: JANUARY 31, 2023						
Date of Amendment: -						

VOID IF ALTERED OR ERASED

DATE ISSUED: JANUARY 31, 2023

I, the undersigned, hereby certify that I am the Clerk of the City of Agawam; that as such I have custody of the records of birth, marriage, and death required by law to be kept in my office; and I do hereby certify that the above is a true copy from said records, as held in the Commonwealth's central vital records information repository.

*Venit L...*  
Clerk  
City of Agawam

VOID WITHOUT WATERMARK OR IF ALTERED OR ERASED



# #7 UCC Financing Statement

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Lien Operations - (800) 786-7693
B. E-MAIL CONTACT AT FILER (optional) lien@sunpower.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  SunPower Capital, LLC P.O. BOX 841246, Los Angeles, CA 90084-1246  UCC Fixture: HAMPDEN, MA APN: SWIC-000015-000000-000003

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME					
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	Ryan		Michael	D	
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
371 N Loomis St		Southwick	MA	1077	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME					
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
PO Box 82387		Austin	TX	78708-2387	USA

4. COLLATERAL: This financing statement covers the following collateral:

Residential Solar Photovoltaic Equipment which may contain an integrated battery.

For questions or assistance concerning this filing, we urge you to visit [www.sunpower.com/life](http://www.sunpower.com/life) for the fastest response. To submit your request, select Submit Online under refinance or home sale section.

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility  Agricultural Lien  Non-UCC Filing

6b. Check only if applicable and check only one box:

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licensor

OPTIONAL FILER REFERENCE DATA:

HELIOS II RESIDENTIAL SOLAR FUND LLC - B90 - 1124151



0001878-02



# UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S SURNAME  
Ryan

FIRST PERSONAL NAME  
Michael

ADDITIONAL NAME(S)/INITIAL(S)  
D

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13.  This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:  
 covers timber to be cut  covers as-extracted collateral  is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

RYAN MICHAEL D  
371 N Loomis St  
Southwick, MA 1077

16. Description of real estate:

APN SWIC-000015-000000-000003 - Census Tract / Block- 8131.02 / 1  
SFR  
371 N Loomis St  
Southwick, MA 1077  
HAMPDEN  
SOUTHWICK

missing BK + PG

17. MISCELLANEOUS:  
HELIOS II RESIDENTIAL SOLAR FUND LLC - B90 - 1124151

# #8 missing power of attorney reference

Return To:  
Attn: Jeffrey Meltzer, Esq.  
Sills Cummis & Gross P.C.  
One Riverfront Plaza  
Newark, NJ 07102

[Space Above This Line Is for Recording Data]

Cross Reference: **BK24938 PG200**

## DISCHARGE OF MORTGAGE AND ASSIGNMENT OF LEASES

The WELLS FARGO TRUST COMPANY, N.A., as Trustee, having an office at 299 S. Main Street, 5<sup>th</sup> Floor, Salt Lake City, Utah 84111, as successor to First Security Bank, N.A., Mortgagee named in and present holder of a Mortgage, Security Agreement and Assignment of Leases and Rents from WEC 99J-39 LLC, to the Mortgagee dated May 1, 2000 and recorded on June 12, 2000 with Hampden County Registry of Deeds in Book 11226, Page 215, and an Assignment of Leases and Rents dated May 1, 2000 and recorded on June 12, 2000 with said registry in Book 11226 on Page 279 acknowledges satisfaction of the same.

PROPERTY ADDRESS: 205-229 North Main Street, East Longmeadow, MA

In witness whereof the said WELLS FARGO TRUST COMPANY, N.A. has caused its corporate seal to be hereto affixed and these presents to be signed, in its name and behalf by, Belinda Coleman, its Vice President on this 2 day of FEBRUARY, 2023.

(AFFIX CORPORATE SEAL BELOW)

WELLS FARGO TRUST COMPANY, N.A.,  
as Trustee  
By: Computershare Trust Company, N.A. as  
**attorney-in-fact**

Belinda Coleman  
BY: Belinda Coleman  
ITS: Vice President

STATE OF MN  
COUNTY OF: HENRIPEA

On this 2<sup>nd</sup> FEBRUARY 2023 this instrument was acknowledged before me, the undersigned notary public, and personally appeared BELINDA COLEMAN, as VP of Computershare Trust Company, N.A. as attorney-in-fact for Wells Fargo Trust Company, N.A., proved to me through satisfactory evidence of identification, 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.

(STAMP)

SIGNATURE OF NOTARIAL OFFICER



[Signature]  
Title (and Rank): Secretary of State  
My Commission Expires: 21 JAN 27

# #8 POA recorded herewith

Total Pages: 2

Bk 24943 Pg 427 #12461  
03-21-2023 @ 09:25a



## RELEASE OF MORTGAGE

WFHM - CLIENT 936 #:0611077264 "OCHOA" Lender ID:D34001/0887912290 Hampden, Massachusetts

KNOW ALL MEN BY THESE PRESENTS that Wilmington Savings Fund Society, FSB not in its individual capacity but solely as Trustee for Wells Fargo Mortgage Backed Securities 2022-INV1 Trust, by WELLS FARGO BANK, N.A., its Attorney-in-Fact whose address is 2701 WELLS FARGO WAY, MAC N9408-04L, MINNEAPOLIS, MN 55467 holder of a certain Mortgage, whose parties, dates and recording information are below, does hereby acknowledge full payment and satisfaction of the same, and in consideration thereof, does hereby cancel and discharge said Mortgage.

Original Mortgagor: FABRICIO OCHOA

Original Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS MORTGAGEE


Date Executed: 12/03/2021 Recorded: 02/11/2022 in Book/Reel/Liber: 24401 Page/Folio: 38 as Instrument No.: 8905, In the County of Hampden, State of Massachusetts

Legal: **\*POWER OF ATTORNEY TO BE RECORDED CONCURRENTLY HEREWITH**

Property Address: 23 HIAWATHA ST UNIT 25, SPRINGFIELD, MA 01108 in the municipality of SPRINGFIELD.

Wilmington Savings Fund Society, FSB not in its individual capacity but solely as Trustee for Wells Fargo Mortgage Backed Securities 2022-INV1 Trust, by WELLS FARGO BANK, N.A., its Attorney-in-Fact On March 17th, 2023

Property Address:  
23 HIAWATHA ST UNIT 25  
SPRINGFIELD, MA 01108

By:   
CYNTHIA E. JONES, Vice  
President Loan Documentation

'M\_F\M\_FWFM\*\03/17/2023 09:27:08 AM\* WFB02WFMM0000000000000000172146\* MAHAMPD\* 0611077264 MASTATE\_MORT\_REL \*\*CJOWFMM\*

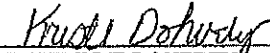
Recording Requested By:  
WELLS FARGO BANK, N.A.  
When Recorded Return To:  
LIEN RELEASE DEPT  
T7408-01Y AU 0233287  
WELLS FARGO BANK, N.A.  
P.O. BOX 659250  
SAN ANTONIO, TX 78265-5150

RELEASE OF MORTGAGE Page 2 of 2

STATE OF Minnesota  
COUNTY OF Hennepin

On March 17th, 2023, before me, KRISTI JUNE DOHERTY, a Notary Public, personally appeared CYNTHIA E. JONES, Vice President Loan Documentation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

WITNESS my hand and official seal,

  
KRISTI JUNE DOHERTY  
Notary Expires: 01/31/2025 #20229321



(This area for notarial seal)

\*M\_F\M\_F\WFM\03\17\2023 09:27:08 AM\* WFM\02\WFM\00000000000000000172146\* MAHAMPD\* 0811077264 MASTATE\_MORT\_REL \*\*CJOWFMM\*

CHERYLA. COAKLEY-RIVERA, ESQ.  
HAMPDEN COUNTY REGISTRY OF DEEDS



# #9 Exhibit A has attached end stamp

When Recorded Return To:  
21<sup>st</sup> Mortgage Corp  
PO Box 477  
Knoxville TN 37901  
Loan # 428695  
MIN: 100037506900326548  
MERS PHONE: 888-679-6377

## Assignment of Mortgage

FOR VALUE RECEIVED, Mortgage Electronic Registration Systems, Inc. ("MERS"), ("Assignor"), as designated nominee for Ditech.com, Inc, beneficiary of the security instrument, its successors and assigns, hereby assign and transfer to Knoxville 2012 Trust ("Assignee"), its successors and assigns, all its right, title and interest in and to a certain Mortgage (the "Mortgage"):

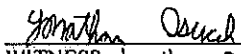
Borrower(s)/Grantor(s): Eddie Carmen and Sarah Carmen  
Mortgage Date: April 17, 2006 Mortgage Recording Date: May 22, 2006  
Recording Office: Hampden County, MA  
Recording Information: Book/Instrument: Instrument: 43250 Book: 15912 Page: 215  
Mortgage Amount: \$42,000.00

\*Property Address: 14 Tourigny St Springfield MA 01104-1137

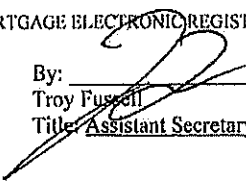
Together with the bond or obligation described in the Mortgage and the moneys due and to grow thereon with the interest. Assignor declares that it is the beneficiary of the Mortgage and the holder of the obligations secured thereby and that the Mortgage has not been previously assigned by Assignor. To have and to hold the same unto Assignee and its successors, legal representatives and assigns forever.

In Witness Whereof, Assignor has executed this instrument this February 28, 2023.

  
WITNESS- Alyssa Maneely

  
WITNESS- Jonathan Osuch

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS")

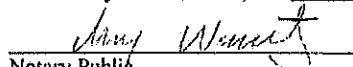
By:   
Troy Fusch  
Title: Assistant Secretary for MERS

STATE OF TENNESSEE

COUNTY OF KNOX

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared Troy Fussell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Assistant Secretary for Mortgage Electronic Registration Systems, Inc., executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself.

Witness my hand and seal, this February 28, 2023.

  
Notary Public  
My commission expires 10/03/2026

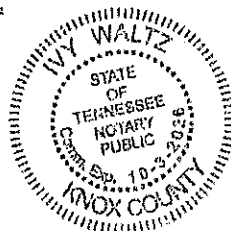


EXHIBIT A

A PARCEL OF LAND LOCATED IN THE CITY OF SPRINGFIELD, COUNTY OF HAMPDEN, STATE OF MASSACHUSETTS WITH A STREET LOCATION ADDRESS OF 14 TOURIGNY STREET, SPRINGFIELD, MA, 01104 CURRENTLY OWNED BY EDDIE CARMEN HAVING A TAX IDENTIFICATION NUMBER OF SPRI-011580-000000-000003, AND MORE FULLY DESCRIBED IN THE VESTING DOCUMENT DATED NOVEMBER 15, 2002, RECORDED ON NOVEMBER 18, 2002, IN BOOK 12726 PAGE 504 AND DESIGNATED AS METES AND BOUNDS PROPERTY.

Permanent Parcel Number: SPRI-011580-000000-0000  
EDDIE CARMEN

14 TOURIGNY STREET, SPRINGFIELD MA 01104  
Loan Reference Number : 3987049/000690032654  
First American Order No: 9125738  
Identifier: FIRST AMERICAN LENDERS ADVANTAGE

 CARMEN  
9125738  
FIRST AMERICAN LENDERS ADVANTAGE  
MORTGAGE  


When recorded mail to:  
FIRST AMERICAN TITLE INSURANCE  
1228 EUCLID AVENUE, SUITE 400  
CLEVELAND, OHIO 44115  
ATTN: FT1120  
EJU

**DONALD E. ASHE, REGISTER**  
**HAMPDEN COUNTY REGISTRY OF DEEDS**

Affidavit  
# 11 signed under  
the pains and penalties of perjury

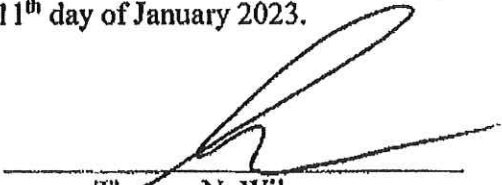
Bk 24875 Pg191 #2047  
01-11-2023 @ 03:41p

SCRIVENER'S AFFIDAVIT

I, Thomas N. Wilson, under oath depose and say:

1. I am a practicing Massachusetts Attorney with an office located in Holyoke, Massachusetts;
2. On December 22, 2022, I caused a Deed to be recorded in the Hampden County Registry of Deeds in Book 24852, page 134.
3. The Affected Premises on the Deed States 70 Longwood Avenue, Holyoke, MA 01040 at the top of the page.
4. The Affected Premises is 34-36 Longwood Avenue, Holyoke, MA 01040 as stated in the remainder of the Deed and exhibit.

Signed under the pains and penalties of perjury this 11<sup>th</sup> day of January 2023.

  
Thomas N. Wilson

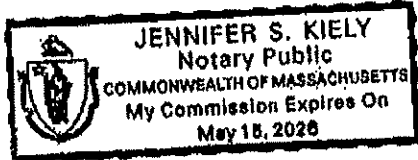
COMMONWEALTH OF MASSACHUSETTS

Hampden ss

January 11, 2023

On this 11<sup>th</sup> day of January 2023, before me, the undersigned notary public, personally appeared, Thomas N. Wilson, who proved his identity to me:

✓ by personal knowledge of signatory for a period of time establishing beyond doubt that the individual has the identity claimed,  
\_\_\_\_ by taking the oath of credible witness, unaffected by this document or transaction, who has personal knowledge of signatory, said witness being personally known to me,  
\_\_\_\_ by satisfactory evidence of photographic identification of signatory, which was his/her current driver's license,  
and swore to me to be the person(s) whose name is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.



*Jennifer S. Kiely*

Notary Public  
My Commission Expires: 5/15/26

# #12 5B Affidavit

## AFFIDAVIT PURSUANT TO M.G.L. CHAPTER 183 SECTION 5B

I, **KEITH A. DOWNS**, swear under the pains and penalties of perjury as follows:

1. I currently live at 29 West Hill Road, Springfield, Massachusetts and am the son of **ESLEY J. DOWNS** who formerly owned the property at 29 West Hill Road, Springfield, Massachusetts as tenants in common with my mother, Gladys Downs by deed dated November 6, 1980 and recorded in the Hampden County Registry of Deeds in Book 5022 Page 292.
2. My father, **ESLEY J. DOWNS**, died on November 15, 1990 without a will intestate leaving as his sole heirs my mother and my father's wife, **GLADYS DOWNS**, myself **KEITH A. DOWNS** son, my brother **KARL A. DOWNS** son, my sister **KRISTEN R. DOWNS** daughter, **GLORIA HILL** my stepsister, daughter and **ROSEMARY DOWNS** my stepsister, daughter. At the time of his death his undivided one-half interest in the property at 29 West Hill Road, Springfield passed to his heirs. Recorded herewith is the death certificate for **ESLEY J. DOWNS**.
3. My stepsister **ROSEMARY DOWNS** died February 11, 1998, unmarried and without a will leaving as her heirs her two sons, **ERIC DOWNS** of Springfield, Massachusetts and **KYLE DOWNS** of Springfield, Massachusetts and her interest in 29 West Hill Road, Springfield, Massachusetts passed to **ERIC DOWNS** and **KYLE DOWNS**. Recorded herewith is the death certificate for **ROSEMARY DOWNS**.
4. **KYLE DOWNS** died on July 25, 1998, unmarried and intestate leaving as his sole heir **DOMINIQUE DOWNS** his daughter. Recorded herewith is the death certificate for **KYLE DOWNS**.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY THIS 13<sup>th</sup> DAY OF May, 2022.

Mark J. Beplane  
Witness

Keith A. Downs  
KEITH A. DOWNS



**MARK BEPLANE**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
September 21, 2028

Property Address: 29 West Hill Road, Springfield, MA



COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

On this 10<sup>th</sup> day of May, 2022, before me, the undersigned notary public, personally appeared **KEITH A. DOWNS**, proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  personal knowledge of the undersigned,  oath or affirmation of a credible witness, to be the person whose name is signed on the preceding or attached document, and who swore, subscribed and affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief and that he signed the document voluntarily for its stated purpose.

  
\_\_\_\_\_, Notary Public  
My commission expires:




**MARK BEGLANE**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
September 21, 2028

**ATTORNEY CERTIFICATION**

I, Mark J. Beglane, an attorney at law with a usual place of business at 33 State Street, Springfield, Massachusetts hereby certify that the facts in the attached affidavit by Keith A. Downs are relevant to the title of land located at 29 West Hill Road, Springfield, Massachusetts as described in a deed recorded in the Hampden County Registry of Deeds in Book 5022 Page 292, and will be of benefit and assistance in clarifying the chain of title to such property.

Signed and sealed and sworn under the pains and penalties of perjury this 10<sup>th</sup> day of May, 2022.

  
\_\_\_\_\_  
Mark J. Beglane  
Bacon Wilson, P.C., 33 State Street  
Springfield, MA 01103  
Phone 413-781-0560  
BBO#035580

# Acknowledgment ID unclear

Executed as a sealed instrument under the pains and penalties of perjury this 8<sup>th</sup> day of March, 2023.

*[Signature]*

Witness

*[Signature]*

Andrew Jablow

*[Signature]*

Witness

*[Signature]*

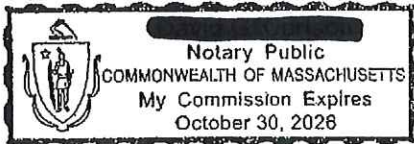
Theresa A. Jablow

## COMMONWEALTH OF MASSACHUSETTS

Hampden County

March 8, 2023

On this 8<sup>th</sup> day of March, 2023, before me, the undersigned notary public, personally appeared, **Andrew Jablow and Theresa A. Jablow**, proved to me through satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the persons whose names are signed above, and acknowledged the foregoing to be signed by their voluntarily for its stated purpose.



*[Signature]*

Notary Public


My commission expires: 10/30/2026

Seal



# Acknowledgment ID unclear

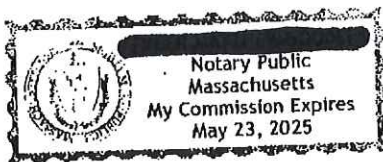
WITNESS my hand and seal this 6<sup>th</sup> day of March, 2023.

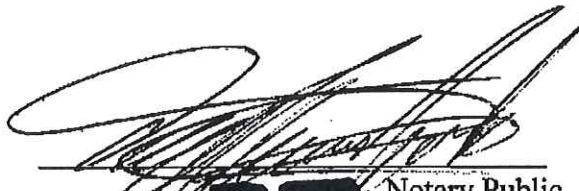
  
KENNETH B. HOWE, JR.,  
INDIVIDUALLY AND AS CO-PERSONAL  
REPRESENTATIVE OF THE ESTATE OF  
JANICE M. HOWE

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Hampden March, 6<sup>th</sup>, 2023

On this 6<sup>th</sup> day of March, 2023, before me, the undersigned Notary Public, personally appeared **KENNETH B. HOWE, JR.**, individually and as the co-personal representative of the estate of Janice M. Howe, who proved to me through satisfactory evidence of identification, which was  **photographic identification with signature issued by a federal or state governmental agency**,  personal knowledge of the undersigned,  oath or affirmation of a credible witness, to be the person whose name is signed on the preceding or attached document, and who acknowledged to me that he signed the document voluntarily for its stated purpose.



  
\_\_\_\_\_, Notary Public  
My Commission Expires: 05/23/25

# Acknowledgment ID unclear

Witness my hand and seal this 28 day of February 2023.

Denise E. Conboy  
Denise E. Conboy

## COMMONWEALTH OF MASSACHUSETTS

County of Middlesex

On this 28 day of February 2023, before me, the undersigned notary public, personally appeared the above-named Denise E. Conboy and proved to me through satisfactory evidence of identification, in the form of a MASS ID, to be the person whose name is signed above and acknowledged that they signed this document voluntarily for its stated purpose.

Maureen Forry Sorrell  
Notary Public:

My commission expires: 8/30/24





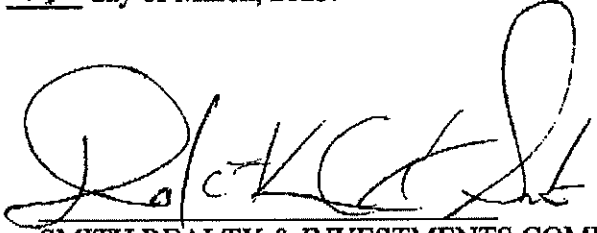
# Missing notary's name

This is a commercial mortgage. It is given subject to the STATUTORY POWER OF SALE. Upon any default in the performance or observance of the foregoing or other condition, the mortgagee or their survivors, heirs, devisees, successors and assigns may sell the mortgaged premises or such portion thereof as may remain subject to the mortgage in case of any partial release thereof, either as a whole or in parcels, together with all improvements that may be thereon, in accordance with statute, by public auction on or near the premises then subject to the mortgage, or, if more than one parcel is then subject thereto, on or near one of said parcels, or at such place as may be designated for that purpose in the mortgage, first complying with the terms of the mortgage and with the statutes relating to the foreclosure of mortgages by the exercise of a power of sale, and may convey the same by proper deed or deeds to the purchaser or purchasers absolutely and in fee simple; and such sale shall forever bar the mortgagor and all persons claiming under it from all right and interest in the mortgaged premises, whether at law or in equity.

IN WITNESS WHEREOF, SMITH REALTY & INVESTMENTS CO. has hereunto set its hand and seal this 15 day of March, 2023.

Witnessed:

  
\_\_\_\_\_  
Robert C. FURBER  
  
\_\_\_\_\_  
MIREANDA GOUTHIER

  
\_\_\_\_\_  
SMITH REALTY & INVESTMENTS COMPANY  
By DAKOTA L. COTTON SMITH  
Its President, duly authorized  
Date: 3/15/23

STATE OF CONNECTICUT        }  
  }  
COUNTY OF HARTFORD        }

ss: Enfield

March 15, 2023

Personally appeared the foregoing DAKOTA L. COTTON SMITH, President, whose identity is known to me or proven to me by ~~M&R~~ and who subscribed and swore to the foregoing as his free act and deed and the free act and deed of the company.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: **No Expiration**  
**Commissioner of the Superior Court**

# Missing County in Notary

WITNESS our hand(s) and seal(s) this 13 day of March in the year 2023.

Grantors:

Alma E. Marcinkiewicz  
ALMA E. MARCINKIEWICZ

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_  
SS.

On this 13 day of March 2023, before me, the undersigned notary public, personally appeared ~~ALMA E. MARCINKIEWICZ~~, proved to me through satisfactory evidence of identification, which was MA Driver's License, to be the person whose name was signed on this document, and acknowledged to me that she signed it voluntarily for its stated purpose as her free act and deed.

W. King  
Notary Public

My Commission Expires:

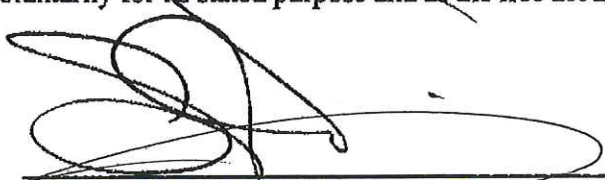


\_\_\_\_\_  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
September 21, 2029

# Has BOTH Commissioner of SC + Notary Public

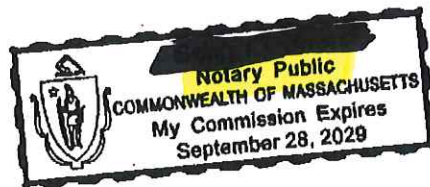
COMMONWEALTH OF MASSACHUSETTS )  
  ) ss: Springfield  
COUNTY OF HAMPDEN  )

On this 16 day of March, 2023, before me, the undersigned officer, personally appeared Corey A. Chenevert, as Its Manager, Duly Authorized of Chenevert Properties, LLC, proved to me through satisfactory evidence of identification, which was a valid driver's license, 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 and as the free act and deed of said limited liability company.



**Commissioner of the Superior Court  
Notary Public**

My commission expires:






# Illegible Notary seal

3522532887

an estate of homestead in the Property, Borrower agrees, to the greatest extent permitted by Applicable Law, that such homestead estate is subordinated in all respects to this Security Instrument and the amount due under the Note and to all renewals, extensions, and modifications of this Security Instrument or the Note, and that said homestead estate is subject to all of the rights of Lender under this Security Instrument and the Note and all renewals, extensions, and modifications of this Security Instrument and the Note, and is subordinate to the lien evidenced by this Security Instrument, and all renewals, extensions, and modifications of this Security Instrument. Borrower waives 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 signed by Borrower and recorded with it.



 3-10-2023  
-BORROWER - Lori A. Chaves - DATE -


[Space Below This Line for Acknowledgment]

State of Massachusetts

County of Hampden

On this 10th day of March, 2023, before me, the undersigned notary public, Lori A. Chaves, personally appeared, proved to me through satisfactory evidence of identification, which were drivers license 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.

  
Notary Public   
My Commission Expires: 11/22/2024

  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
November 22, 2024

Individual Loan Originator: Seth T Holliday, NMLSR ID: 1803207  
Loan Originator Organization: Rocket Mortgage, LLC, NMLSR ID: 3030

Rocket Mortgage, LLC (NMLS #: 3030) | Rocket Mortgage, LLC (NMLS #: 3030) | Seth T Holliday (License #:  
NLO1803207, NMLS #: 1803207)

MASSACHUSETTS--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
25300.6

Form 3022 07/2021  
Page 19 of 19



Q10352253288700202000233addc22aa-ce85-4bda-a932-cc24d0e7a071919



# Illegible Notary Seal

[Space Below This Line For Acknowledgment]

Commonwealth of MASSACHUSETTS

County of Berkshire

On this 7th day of March, 2023, before me, the undersigned notary public,

Vanessa L Peas AND Allison M Peas

(name of document signer)

personally appeared, proved to me through satisfactory evidence of identification, which were

MA Drivers License

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 partner for \_\_\_\_\_, a partnership)

(as \_\_\_\_\_ for \_\_\_\_\_, a corporation or other entity)

(as attorney in fact for \_\_\_\_\_, the principal)

(as \_\_\_\_\_ for \_\_\_\_\_, (a) (the) \_\_\_\_\_)

as the voluntary act of the (partnership) (corporation or other entity) (principal) (\_\_\_\_\_).

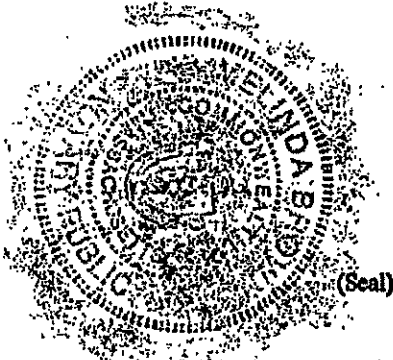
Melinda Brown  
(Official Signature of Notary Public)

Melinda Brown  
Notary Public  
(Printed or Typed Name of Notary) My Commission Expires  
December 21, 2029

My commission expires: \_\_\_\_\_

Loan Originator: Catherine Squires, NMLSR ID 641431  
Loan Originator Organization: Greylock Federal Credit Union, NMLSR ID 446499

Illegible  
↓



*Massachusetts Registers & Assistant Registers of Deeds Association*

## Massachusetts Deed Indexing Standards 2018

January 1, 2018

### Introduction

One of the primary functions of the registry of deeds is to create an index that allows registry users to find documents relevant to their research. This booklet explains how registries in Massachusetts index documents. It also provides guidance on issues that frequently arise during the recording process.

This is the fourth version of these standards. Others were promulgated in 2000, 2006, and 2008. This latest version – January 1, 2018 – reflects statutes, court decisions, and technology that have been enacted, announced or implemented since 2008.

Each of these standards reflects the practice of the great majority of Massachusetts Registries of Deeds. However, due to variations in technology, local legal culture and other factors, universal compliance with these standards is a practical impossibility. Therefore, individual registries may create a local supplement that explains how local practices differ from these rules.

Questions or comments on these standards should be directed to Richard P. Howe Jr., Register of Deeds of the Middlesex North District, by mail to 360 Gorham St, Lowell, MA 01852; by phone at (978) 322-9000; or by email at [richard.howe@sec.state.ma.us](mailto:richard.howe@sec.state.ma.us).

A note on formatting of this document: Immediately following the title of each standard (which is presented in bold print) there appears in parenthesis a citation to the corresponding standard number in the 2008 version of these standards, or the word “NEW” for a standard appearing for the first time.

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## Massachusetts Deeds Indexing Standards 2018

### 1. Indexing Names and Addresses

**1-1. Index as Presented in Document** – *(NEW)* Unless stated otherwise in these standards, names and addresses shall be entered in the registry index as they appear in the document being recorded.

**1-2. Abbreviations in Names** – *(1-2)* The following words must be abbreviated as indicated when included in a name unless the word comes first in the name in which case it is spelled out:

And	&
Company	CO
Companies	CO
Corporation	CORP
Department	DEPT
Incorporated	INC
Limited	LTD
Limited Liability Company	LLC
Limited Liability Partnership	LLP
Limited Partnership	LP

**1-3. Abbreviations in Addresses** – *(3-1)* The following words must be abbreviated when used in an address:

Avenue	AVE
Boulevard	BLV
Circle	CIR
Drive	DR
Lane	LN
Parkway	PKW
Place	PL
Road	RD
Square	SQ
Street	ST
Terrace	TER
Turnpike	TPK

**1-4. Address as Name** – *(1-2)* A street name that is used as the name of an entity shall not be abbreviated. EX. First Street Realty Trust indexed as FIRST STREET REALTY TRUST.

**1-5. Also/Formerly Known As** – *(1-3)* When a person is known by more than one name, enter each name as if it belonged to a separate person. Do not include the abbreviations aka or fka in the index.

**1-6. Business Using Human Name** – *(1-5)* A human name used as the name of a business should be entered in the order presented. EX. John Jones Construction is indexed JOHN JONES CONSTRUCTION.

**1-7. Condominium Unit Number in Address** – *(3-2)* – A condominium unit number is part of a property's address and shall be entered in the index. Check with individual registries to determine which field of the index contains the unit number. Some enter it in the street name field following the name of the street; others in the description field.

**1-8. Degrees and Certifications** – (1-5) Words or abbreviations indicating degrees or certifications (CPA, MD, ESQ) shall be omitted.

**1-9. Estates** – (1-6) The name of an estate shall be indexed as a human name with the suffix extension (EST) following the first name. EX. Estate of John Jones is indexed JONES, JOHN EST.

**1-10. Government Names** – (1-8, 1-9, 1-10) Enter government names in the index as follows:

City of Lowell is indexed LOWELL CITY

Lowell Conservation Commission is indexed LOWELL CITY CONSERVATION

Billerica Planning Board is indexed BILLERICA TOWN PLANNING

Commonwealth of Massachusetts is indexed MASSACHUSETTS COMM

Massachusetts Department of Revenue is indexed MASSACHUSETTS COMM REVENUE

United States Treasury is indexed USA TREASURY

IRS is indexed USA TREASURY

Secretary of Housing and Urban Development is indexed USA HOUSING URBAN DEVELOPMENT

**1-11. Hyphenated Names** – (1-11, 1-12) Two or more words connected by a hyphen are treated as one word. The hyphen is retained in the index. EX. Jane Smith-Simpson is indexed SMITH-SIMPSON, JANE.

**1-12. Lineage Suffix** – (1-14) Any lineage suffix – Jr. or III, for example – is included in the first name field, after the first name and middle initial. EX. John Jones Jr is indexed JONES, JOHN JR

**1-13. MERS or Mortgage Electronic Registration Systems** – (1-15) Should be indexed as MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC The name of the bank or mortgage company involved may be entered in the index but is not required.

**1-14. Middle Names and Initials** – (1-7) Enter a middle name or initial in the first name field, after the first name. Do not place a period after an initial. Separate multiple initials with a space.

**1-15. Mount or MT** – (1-16) A last name that contains Mount or Mt should be entered as two words in the last name field. The name should be entered in the index the way it appears on the document. Ex. Mt Hope Street should be indexed MT HOPE ST and Mount Hope Street should be indexed MOUNT HOPE ST.

**1-16. Multiple Last Names – No Hyphen** – (1-17) Multiple word surnames shall not be assumed. Only the last word in a person's name should be entered in the last name field. EX. Jane Smith Simpson (no hyphen) is indexed SIMPSON, JANE SMITH.

**1-17. Non-Traditional Names** – (1-18) Non-traditional names shall be entered as presented with the last word entered in the last name field and any preceding words entered in the first name field.

**1-18. Numbers in Names** – (1-19) A number that is part of a name shall be entered as it appears on the document.

**1-19. Prefixes** – (1-20) A last name presented with an obvious prefix should be entered as one word without spaces or punctuations. EX. John Le Carre is indexed LECARRE, JOHN.

**1-20. Punctuation Marks** – (Changes to 1-13) Do not enter apostrophes in the index. Do include other punctuation marks. EX. David O’Hara should be indexed OHARA, DAVID but Amazon.com should be indexed AMAZON.COM.

**1-21. Saint or ST** – (1-21) A last name that contains Saint or St should be entered as two words in the last name field. The name should be entered in the index the way it appears on the document. EX. Paul St Louis is indexed ST LOUIS, PAUL and Paul Saint Louis is indexed SAINT LOUIS, PAUL.

**1-22. The** – (1-22) Omit “The” when it appears as the first word of a name. EX. The Markley Group is indexed MARKLEY GROUP.

**1-23. Trusts and Trustees** – (1-23) A party designated as a TRUSTEE shall be indexed in accordance with these standards with the suffix extension TR depicting the status as trustee added after the first name and middle initial (if any) in the First Name field. The name of the trust shall also be entered in the index. EX. John Jones, Trustee of Jones Realty Trust is indexed JONES, JOHN TR and JONES REALTY TRUST.

**1-24. Van** – (1-24) Unless it clearly appears that the word Van is a person’s first or middle name, Van shall be treated as part of the person’s last name, with Van and any other last name being entered in the last name field of the index as two separate words. EX. Norman Van Brocklin is indexed VAN BROCKLIN, NORMAN.

## 2. Acknowledgements

**2-1. Acknowledgement Required** – (4-1 and Appendix A) The document types listed below must be acknowledged to be recorded. Document types not on this list shall be accepted for recording whether or not they are acknowledged:

1. Assignment
2. Assignment of lease
3. Boundary line agreement
4. Certification of translation of foreign language document
5. Declaration of trust
6. Deed
7. Discharge
8. Dissolution of attachments by plaintiff, or his executor, administrator or attorney of record
9. Easement
10. Homestead
11. Incorporation certificate re Roman Catholic Church
12. Lease
13. Lien for failure to reimburse the Commonwealth for removal of wharves or piers
14. Mechanic’s lien notice
15. Mortgage
16. Notices of lease
17. Option to purchase
18. Partial release
19. Planning Board release
20. Power of attorney
21. Purchase and sale agreement (at least one seller signature)

22. Receipt of federal revenues for succession tax
23. Release of damages (general release)
24. Release of homestead
25. Release of notice of contract
26. Resignation of trustee
27. Subdivision covenant release and clerk's certificate
28. Tax redemption
29. Tax taking
30. Termination of lease
31. Veteran's Agent lien or discharge

**2-2. Affidavits – (NEW)** All affidavits and Certificates of Trust under MGL c.184, s.35, must be signed “under the pains and penalties of perjury,” however, they need not be acknowledged to be recorded.

**2-3. Modification of Mortgage – (NEW)** To record a Modification of a Mortgage, the signature of at least one borrower and of at least one lender must be acknowledged.

**2-4. Notary Stamp or Seal – (NEW)** Failure of a notary public to affix his official seal or stamp to the document being acknowledged shall not affect the recordability of the document provided the notary has signed the acknowledgement clause and has printed his name and the expiration date of his commission beneath his signature. (MGL c.222, s.8)

**2-5. One or More Grantors – (4-3)** At least one grantor signature on a deed or other written instrument must be properly acknowledged for the document to be recorded. However, both signatures on a declaration of homestead filed by a married couple must be acknowledged for the document to be recorded.

**2-6. Out of State Acknowledgement – (4-4)** An acknowledgment made outside of the Commonwealth but within any state, territory, district or dependency of the United States, shall be made before: a justice of the peace, notary public, or magistrate of the state in which the acknowledgment is made; a commissioner appointed therefor by the governor of the Commonwealth of Massachusetts; or any other officer of the state in which the acknowledgment is made provided that a certificate of authority of said officer in the form prescribed by M.G.L. c. 183, s. 33 is attached thereto. To be recorded in Massachusetts, such an acknowledgement does not require the seal of the officer taking the acknowledgement.

**2-7. Out of Country Acknowledgement – (4-5)** An acknowledgment made outside of the United States or any dependency thereof shall be made before: a justice of the peace, notary public, or magistrate of the country in which the acknowledgment is made; a commissioner appointed therefor by the governor of the Commonwealth of Massachusetts; or an ambassador, minister, consul, vice consul, charge d'affaires or consular officer or agent of the United States accredited to the country where the acknowledgment is made and, if made before an ambassador or other official of the United States, it shall be certified by him under his seal of office.

**2-8. Sufficiency of Acknowledgement – (NEW but see 4-2)** To be recorded, an acknowledgement must contain the signature and printed or typed name of the officer before whom the acknowledgement was made; the expiration date of the officer's commission; the name of the person whose signature is being acknowledged; and some language that indicates that the officer intends such signature to constitute an acknowledgement.

### 3. Apostille

**3-1. Apostille: How Obtained** – *(NEW)* A notarized document being sent from Massachusetts to a foreign country may require an apostille which is a document issued by the Massachusetts Secretary of State that verifies the authenticity of the notary's signature on the document. To obtain an apostille: (1) have your document acknowledged by a notary public; (2) ensure that (a) the notary signs her name exactly the way it appears on her notary commission; (b) the certification language (i.e., "Personally appeared the above-named . . .") is fully completed; (c) that the notary's "expiration date" is clearly stated on the document; and (d) that the notary has affixed her notary seal on the document and that the imprint is legible; then (3) bring the original notarized document to Secretary of the Commonwealth's Commissions Section, One Ashburton Place Room 1719, Boston, MA 02108, 617/727-2836, along with a check or money order for \$6 per document. Apostilles are also available at Berkshire Superior Court. Contact the court for details.

### 4. Attorney Affidavit

**4-1. MGL chapter 183, section 5B** – *(7-1)* An affidavit made by a person claiming to have personal knowledge of the facts therein stated and containing a certificate by an attorney at law that the facts stated in the affidavit are relevant to the title to certain land and will be of benefit and assistance in clarifying the chain of title, shall be filed for record and shall be recorded in the registry of deeds where the land or any part thereof lies. To be accepted for recording, a 5B affidavit:

1. Must be signed by the affiant under the pains and penalties of perjury;
2. Must be certified by an attorney licensed to practice law in the Commonwealth of Massachusetts;
3. Must contain the typed or printed name, address, phone number and Board of Bar Overseers (BBO) number of the attorney making the certification; and
4. Must NOT contain as Exhibits documents that are otherwise generally recordable on their own.

### 5. Changes to Index

**5-1. Record of Changes** – *(NEW)* Any change or correction to an index or record made by the registry of deeds shall be documented in a manner that records the nature and date of the change or correction and that is available for public inspection at the registry during normal business hours. (MGL c.36, s.14)

### 6. Confirmatory Documents

**6-1. Explanation Included** – *(NEW)* Any document that is intended to confirm or correct a previously recorded document SHALL include the book and page number of the earlier document and a brief explanation of the purpose of the confirmatory document.

**6-2. Re-Recording a Document** – *(NEW but see 7-11)* A document that has already been recorded may not be recorded again unless it has first been re-executed and re-acknowledged. (Land Court does not generally allow confirmatory documents or re-registered documents without a Court order or approval).

## 7. Conservation Restriction

**7-1. Authority – (NEW)** Approval authority of a conservation restriction created in accordance with MGL c.184, s.32 shall be as follows: (a) in case of a restriction held by a city or town or a commission, authority or other instrumentality thereof it is approved by the secretary of environmental affairs if a conservation restriction, the commissioner of the metropolitan district commission if a watershed preservation restriction, the commissioner of food and agriculture if an agricultural preservation restriction, the Massachusetts historical commission if a preservation restriction, or the director of housing and community development if an affordable housing restriction, and (b) in case of a restriction held by a charitable corporation or trust it is approved by the mayor, or in cities having a city manager the city manager, and the city council of the city, or selectmen or town meeting of the town, in which the land is situated, and the secretary of environmental affairs if a conservation restriction, the commissioner of the metropolitan district commission if a watershed preservation restriction, the commissioner of food and agriculture if an agricultural preservation restriction, the Massachusetts historical commission if a preservation restriction, or the director of housing and community development if an affordable housing restriction.

**7-2. Indexed and Charged as Single Document – (NEW)** A conservation restriction created in accordance with MGL c.184 contains multiple elements but should be treated and recorded as a single document and should incur a single \$75 recording fee. A conservation restriction requires the signatures of four parties: (1) the land owner/grantor who grants the restriction; (2) the conservation commission/grantee that accepts the grant of restriction; (3) the executive of the municipality in which the grant is located, certifying that the restriction is in the public interest; and (4) a representative of the Commonwealth of Massachusetts, who also certifies that the grant is in the public interest.

## 8. Copies

**8-1. Certified Copies – (7-2, modified)** The registry of deeds will accept for recording (1) a copy of a document recorded at another registry of deeds that has been certified by that registry of deeds; and (2) a copy of a document from a court or other government agency that has been certified by the issuing court or government agency.

**8-2. Electronically Transmitted Government Documents – (NEW)** Electronic documents from a government agency that are transmitted to a third party in electronic form and then printed by the third party and presented for recording are acceptable provided that the governmental entity that created the document intends the printed version of the electronic image to constitute an original document.

**8-3. Marginal References on Certified Copies – (NEW)** The person presenting a certified copy of a document for recording may annotate such certified copy in its bottom margin with one or more book and page numbers to which marginal references are requested to be made by the registry.

**8-4. Original Documents – (7-3)** The registry of deeds will only accept for recording original documents or copies certified in accordance with these standards.

## 9. Deeds

**9-1. Consideration on Deeds – (NEW)** Every deed presented for record shall contain a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not



delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section. (MGL c.183, s.6)

**9-2. Grantee Address – (NEW)** A deed shall not be accepted for recording unless it contains the mailing address of the grantee. This is the address to which the city or town tax collector will send tax bills.

**9-3. Property Address on Document – (3-3, modified)** A deed shall not be accepted for recording unless it contains the address of the property being conveyed with the address clearly labeled “property address.”

**9-4. Sufficiency of Property Description – (NEW)** A deed shall not be accepted for recording unless the property being conveyed is described “with such particularity as to make it capable of identification.” At a minimum, the description must include the municipality in which the land is located, and (1) identify the land as a particular lot on a recorded plan; (2) include a “metes and bounds” description of the property, usually carried forward from a prior deed in the chain of title; (3) identify the property being conveyed as the same conveyed in a prior deed which is identified by its book and page number; or (4) state that no new lines or boundaries have been created by the deed.

**9-5. Tenants by the Entirety – (Appendix C)** A deed that conveys title to two individuals as Tenants by the Entirety may be recorded even when there is no mention of “husband and wife” or “married to each other” or similar language.

## 10. Deed of Distribution

**10-1. Indexing – (NEW)** A deed of distribution shall be indexed as a “deed” with the names of the decedent and the personal representative indexed as grantors and the names of the distributees as grantees.

**10-2. Property Description – (NEW)** A deed of distribution must contain an adequate legal description of the real estate that has been transferred that meets the requirements set out in standard 9-4 above (Deeds/Sufficiency of Property Description).

**10-3. Purpose – (NEW)** Where ownership of real property is transferred pursuant to a probate estate, the personal representative of the estate shall execute a deed of distribution as evidence of the distributee’s title to the property. (MGL c.190B, s.3-907)

**10-4. Recording – (NEW)** A deed of distribution may be recorded at the registry of deeds for the district in which the real estate is located. The filing fee for a deed of distribution is \$125. There is no consideration involved in a deed of distribution, so there is no deeds excise tax.

**10-5. Registered Land – (NEW)** – For Land Court treatment of Massachusetts Uniform Probate Code, see memo of Chief Title Examiner, dated October 13, 2012 at <http://www.mass.gov/courts/docs/courts-and-judges/courts/land-court/mupc-memo.pdf>

## 11. Deeds Excise Tax

**11-1. Abatement** – *(NEW)* A customer who overpays the deeds excise tax at the registry of deeds may file for an abatement of the tax with the Massachusetts Department of Revenue by using DOR Form ABT (Application for Abatement).

**11-2. Assumed Mortgage** – *(9-3)* When the purchaser of real estate buys property “subject to” an existing mortgage, or “assumes” an existing mortgage, the amount of the indebtedness is not taxable. To permit the registry of deeds to accurately calculate the tax liability, the deed conveying the property should state the full consideration being paid for the property and the outstanding amount of the mortgage being assumed. (DOR Directive 88-18)

**11-3. Deed in Lieu of Foreclosure** – *(9-4)* When a borrower conveys ownership of property to a lender in return for the lender cancelling the debt secured by a mortgage on the property, the amount of the mortgage debt being forgiven is consideration. The deeds excise tax due is calculated by adding the amount of the debt being forgiven plus the value of any additional cash paid to the borrower/property owner. (See DOR Directive 88-18)

**11-4. Divorce: Division of Marital Assets** – *(NEW)* A deed that conveys an interest in real estate from one spouse to another for consideration in excess of \$100 is not subject to the deeds excise tax provided the deed specifically states that the amount paid is a division of marital assets pursuant to the divorce and lists the court and docket number of the divorce case.

**11-5. Exemptions from Deeds Excise Tax** – *(NEW, but see 9-6)* A sale of real estate that involves a governmental entity as either a seller or buyer is exempt from the payment of the deeds excise tax. Freddie Mac, Fannie Mae, Ginnie Mae, and RTC are all deemed to be governmental entities for purposes of this rule.

**11-6. Imposition of Tax** – *(9-1)* Massachusetts imposes an excise tax upon the transfer of any deed, instrument or other writing whereby realty is conveyed to a purchaser. The excise is based upon the consideration given for the property and applies, whenever the consideration, exclusive of the value of any lien or encumbrance remaining on the property, is greater than \$100. The tax is paid by the person making or signing the deed and is evidenced by a stamp affixed to it. The tax is \$2.28 for each \$500 or fraction of consideration. However, for deeds recorded in Barnstable County, the deed excise tax is \$3.24 per \$500.

**11-7. Martha’s Vineyard & Nantucket Land Bank** – *(9-2)* Additional fees are assessed in Nantucket and Dukes Counties by their Land Bank Commissions. To contact the Nantucket Land Bank Commission, go to [www.nantucketlandbank.org](http://www.nantucketlandbank.org) or call (508) 228-7240. To contact the Martha’s Vineyard Land Bank Commission (Dukes County), go to [www.mvlandbank.com](http://www.mvlandbank.com) or call (508) 627-7141.

**11-8. Nominee Trusts** – *(NEW, but see 9-7)* The sale of a beneficial interest in a nominee trust for consideration in excess of \$100 is subject to the deeds excise tax. The excise stamps should be affixed to the assignment of beneficial interest, whether or not that document is recorded. DOR Directive 95-5. The registry may require the presentment of the document to which the stamp is to be affixed even if that document is not to be recorded as a condition of selling such a stamp.

**11-9. Partition of Jointly Held Property** – *(9-5)* When no party in the partition of a joint tenancy receives a greater interest than he held before, no deeds excise tax is due. Where any party receives an

interest in jointly owned property greater than his original undivided interest, there is a deeds excise imposed based on the consideration given for the excess value of the property. Where an interest in property is conveyed out to a third party, a deeds excise is due on the consideration paid for the portion conveyed. In each case, where an excise is due, it is to be paid by the person making or signing the deed. (DOR Directive 89-13)

**11-10. Register of Deeds/Refusal to Record – (9-8)** The register of deeds may refuse to record or register any deed, instrument or writing which does not have the stamps required by chapter 64D attached thereto. (MGL c.64D, s.6B)

**11-11. Tax Already Paid – (NEW)** When the same deed is recorded in two registry districts, or on registered land and recorded land in the same district, the full deeds excise tax should be paid with the first recording. A certified copy of the first recording, which would show the excise tax that was affixed to that document, should be used for the second recording. However, if duplicate original documents are used, the deed recorded second should contain a statement that the deeds excise tax for the conveyance had already been paid and should cite the book, page and registry district of the already-recorded duplicate original deed.

## 12. Divorce

**12-1. Divorce and Deeds Excise Tax – (NEW)** A deed that conveys an interest in real estate from one spouse to another for consideration is not subject to the deeds excise tax if the deed specifically states that the amount paid is a division of marital assets pursuant to the divorce and lists the court and docket number of the divorce case.

**12-2. Divorce Decree: Transfer of Title – (Appendix C)** The recording of a duly certified copy of a divorce decree in the registry of deeds of the district where said real estate is situated, shall have the same force and effect as if a duly executed deed, conveyance or release had so been recorded. For example, if a decree of divorce orders the conveyance of real property, a certified copy of the divorce decree may be recorded in lieu of a deed. The recording fee for the divorce decree is \$75. (MGL c.183, s.44)

## 13. Electronic Recording

**13-1. Application of Deed Indexing Standards – (NEW)** When submitting documents through the electronic recording system, submitters shall comply with all requirements of these Deed Indexing Standards, particularly those standards related to indexing names and addresses.

**13-2. Documents Ineligible for Electronic Recording – (NEW)** Multifunction documents shall not be recorded electronically unless the submitter first obtains approval from the registry to which the document is to be transmitted for electronic recording. No deed that is exempt from the deeds excise tax shall be recorded electronically unless the submitter first obtains approval from the registry to which the document is to be transmitted for electronic recording.

**13-3. Land Bank: Dukes & Nantucket – (NEW)** Due to the requirements of the Land Bank, the registries of deeds for Dukes and Nantucket may not accept deeds via electronic recording.

**13-4. Original Documents – (NEW)** Only original documents bearing original signatures and acknowledgements or certified copies from a registry of deeds or from another governmental entity

(provided that the scanned image of the document presented for electronic recording contains the governmental certification) may be recorded electronically.

**13-5. Submitter Eligibility – (NEW)** Only certain classes of entities or people are permitted to record documents electronically. These include

1. an attorney authorized to practice law in the Commonwealth of Massachusetts
2. a title insurer licensed by the Commonwealth of Massachusetts
3. a state or federally chartered bank insured by the FDIC
4. a credit union insured by the National Credit Union Administration
5. an agency of the Commonwealth of Massachusetts
6. a political subdivision or an agency of a political subdivision of the Commonwealth of Massachusetts
7. an agency of the federal government
8. an attorney authorized to practice law in a jurisdiction within the United States
9. a mortgage servicing company licensed to do business in the Commonwealth of Massachusetts
10. a member of Mortgage Electronic Registration Systems Inc.
11. a duly organized outsourcing services company authorized to record documents in the Commonwealth of Massachusetts on behalf of an entity that is eligible in its own right to record electronically under this section

**13-6. Registered Land – (NEW)** No registered land document shall be submitted for electronic recording unless the submitter ensures that the registry to which the document is to be transmitted accepts registered land documents for electronic recording.

## 14. Foreclosures

**14-1. Mortgagee's Deed and Affidavit – (NEW)** A mortgagee's deed and the mortgagee's affidavit related to the exercise of the power of sale, for purposes of recording, fee calculation, and indexing, are deemed to be a single document. The affidavit related to the exercise of the power of sale must have taped to it, in a manner that permits the registry to effectively scan it, the original, newsprint version of the mortgagee's notice of sale that was published as a newspaper legal notice; however, a digital version of such mortgagee's notice of sale that is embedded in and printed as part of the document, is an acceptable alternative to the newsprint version of such notice. In all other respects, a mortgagee's deed and affidavit is subject to the prohibition of "multiple documents attached as exhibits."

## 15. Foreign Language Documents

**15-1. Translation Required – (7-5)** No document written in a language other than English shall be recorded unless it is accompanied by a certified translation into English. In such a case, the document to be recorded shall consist of (1) the English language translation with signatures typed or legibly printed and preceded by "/s/" to indicate a signature; (2) a certification of the accuracy of the translation signed by the translator and acknowledged; and (3) the original foreign language document. The certification may contain facts pertinent to the translator's qualifications. All three documents – the translation, the certification, and the original document – shall be recorded as a single document with a single recording fee.

## 16. Formatting Standards for Documents

**16-1. Document Formatting – (Section 10)** All documents presented for recording must meet the following formatting standards, promulgated pursuant to MGL c.36, s.12A (“A register of deeds may refuse to accept an instrument for recording if it cannot be properly duplicated or a proper record cannot be made thereof.”).

1. Be on white paper of sufficient weight to reproduce on registry scanners
2. All document pages and attachments must be on paper that is no larger than 8.5 inches by 14 inches
3. Printing shall be on one side only; double-sided pages will not be accepted
4. Documents that contain printing, writing or other markings must be sufficiently dark in appearance to be legibly reproduced on standard registry scanners
5. All printing and writing on a document must be of sufficient size to be legibly reproduced on standard registry scanners
6. Margins on all sides of all document pages must be of sufficient size to be legibly reproduced on standard registry scanners
7. The first page of all documents must contain sufficient blank space to permit the registry of deeds to affix standard recording information to the document without obscuring any information contained in the document
8. Each register of deeds retains the discretion to record documents that do not fully comply with these formatting standards provided that the record created by the registry is legible and retrievable on standard registry computer systems

## 17. Homestead

**17-1. Both Names Acknowledged – (NEW)** On a declaration of homestead filed by a married couple, both spouses must sign the declaration and both signatures must be acknowledged.

**17-2. Elderly or Disabled Homestead - (NEW)** In addition to all of the requirements listed in “Manner of Execution” below, an Elderly or Disabled Homestead shall also include the following: (1) a statement that the owner to be benefited is an elderly person or a disabled person; and (2) with respect to a declaration of homestead benefiting a disabled person: (a) an original or certified copy of a disability award letter issued to the person by the United States Social Security Administration; or (b) a letter signed by a physician registered with the board of registration in medicine certifying that the person meets the disability requirements stated in 42 U.S.C. 1382c(a)(3)(A) and 42 U.S.C. 1382c(a)(3)(C) as in effect at the time of recording; provided, however, that the award letter or physician’s letter shall be recorded with the declaration.

**17-3. Manner of Execution – (NEW)** A declaration of homestead shall be in writing, signed and acknowledged under penalty of perjury by each owner to be benefited by the homestead, except as provided in clause (4) below. The declaration of homestead shall also comply with the following: (1) each owner to be benefited by the homestead, and the owner’s non-titled spouse, if any, shall be identified; (2) the declaration shall state that each person named therein occupies or intends to occupy the home as their principal residence; (3) if the home is co-owned by a married couple, whether in their names only or as co-tenants with others, and the home is the principal residence or is intended to be the principal residence of both spouses, a declaration under section 3 shall be executed by both spouses; and (4) if the home is owned in trust, only the trustee shall execute the declaration.

**17-4. Not Created by Deed** – *(NEW)* A declaration of homestead shall not be created within a deed or other instrument vesting title in the owner.

**17-5. Related Party Deeds** – *(NEW)* No deed between spouses or former spouses or co-owners who individually or jointly hold an estate of homestead under section 3 or 4 and no deed between a trustee and a trust beneficiary or between a life tenant and a remainderman shall terminate the homestead unless each co-owner, spouse, former spouse or trust beneficiary entitled to the benefit of the homestead has executed an express release thereof.

**17-6. Termination of Homestead** – *(NEW)* An estate of homestead may be terminated by (1) a deed to a non-family member conveying the home, signed by the owner and a non-owner spouse or former spouse residing in the home as a principal residence as of the date of the deed; (2) a recorded release of the estate of homestead, duly signed and acknowledged by the owner and a non-owner spouse or former spouse residing in the home as a principal residence as of the date of the release; (3) the abandonment of the home as the principal residence by the owner, the owner's spouse, former spouse or minor children, except that such abandonment shall terminate only the rights of the persons who have abandoned the home; provided, however, that no person in military service as defined in 50 U.S.C. appendix, section 511 shall be deemed to have abandoned the home due to such military service; (4) in the case of a home the title to which is held in trust, by either: (i) the execution of a deed or a release of homestead by the trustee; or (ii) action of a beneficial owner identified in the declaration, who is not a minor child, taken in the same manner as provided in clauses (2) and (3); or (5) the subsequent recorded declaration of an estate of homestead under section 3 on other property, except that such declaration shall terminate only the rights of the owner making such subsequent declaration and the rights of that owner's spouse and minor children who reside or intend to reside in the other property as their principal residence.

## 18. Liens

**18-1. Judicial Authorization Required** – *(NEW)* Unless specifically authorized by statute, no document that creates an involuntary encumbrance on the property of another shall be recorded unless it has been authorized by a judge.

**18-2. Attachment** – *(NEW, see also Appendix C)* An attachment is an order issued by a court in favor of a plaintiff in a lawsuit against the real estate of the defendant to ensure that if the plaintiff receives a judgment in the lawsuit, he will be able to collect it from the defendant's property. An allowed writ of attachment may only be recorded by a deputy sheriff, a constable, or by some other party specifically appointed by the court for that purpose.

**18-3. Bankruptcy Court Order** – To be recorded, a Bankruptcy Court Order Avoiding a Lien must state the name of the debtor, the name of the creditor, the address of the property, and the registry of deeds name and book and page number where the lien being avoided is recorded.

**18-4. Certified Copy of Complaint** – *(NEW)* Unless specifically authorized by statute (as in the case of the perfection of a mechanics lien or a condominium association lien), a certified copy of a complaint may not be recorded at the registry of deeds unless it is specifically authorized by a judicial order.

**18-5. Clerk's Certificate** – *(Appendix C)* At any time after final judgment or a decree in favor of the defendant, or after the discontinuance, dismissal or other final disposition, the clerk of the court where such disposition is recorded shall upon demand give a certificate of the fact of such disposition. Such clerk's certificate may be recorded in the applicable registry of deeds.



**18-6. Condominium Lien** – *(NEW)* A condominium association has an automatic lien on a condominium unit to ensure the payment of condominium fees. The buyer of a condominium unit usually requires the seller to provide a statement from the condominium association in accordance with MGL c.183A, s.6D, stating that all condominium fees are paid (often called a “6D Certificate”).

**18-7. Death** – *(NEW)* When a person dies owning an interest in real estate, the Commonwealth has an automatic lien on the property to ensure payment of any estate tax that is due. In most cases, this lien can be resolved by the person in possession of the property recording an affidavit at the registry of deeds in accordance with MGL c.65C, s.14.

**18-8. Dissolution of Attachment** – *(Appendix C)* An attachment shall be dissolved by a release signed and acknowledged by the plaintiff or by his executor, administrator or attorney of record and recorded in the registry of deeds, or by a certificate from the clerk of court in which the action was pending that the attachment has been dissolved or that the action has finally been determined. (MGL c.223, s.132)

**18-9. Execution** – *(NEW)* When a plaintiff recovers a money judgment in a lawsuit, the court issues an execution which is an order to the sheriff to seize the real estate of the defendant and use it to pay the debt to the plaintiff. An execution shall be recorded by the sheriff or by a constable and shall include the legal description of the property being seized on execution and the officer’s return.

**18-10. Execution Made Void by Operation of Law** – *(NEW)* If a levy on execution shall not have been completed by set-off within six years from the date on which notice of the execution was deposited with the registry of deeds, the levy shall be void as to any land within such registry district unless within said six year period it shall be brought forward in such registry by written request of the plaintiff or his attorney which request shall be indexed and recorded at said registry upon the payment of the applicable recording fee.

**18-11. Expiration of Attachment** – *(Appendix C)* An attachment shall expire by operation of law six years from the date of recording at the registry of deeds unless the register of deeds shall, within said period and at the written request of the plaintiff or his attorney, bring forward such attachment. The request to bring forward said attachment must be in writing and signed by the plaintiff or his attorney. The request must be accompanied by the applicable recording fee and shall be recorded and indexed by the registry. Within six years of the date that such a request to bring forward was recorded, a second or subsequent request may also be recorded. (MGL c.223, s.114A)

**18-12. Federal Court Judgments** – *(NEW)* Federal judgments for the recovery of money or property require an Execution issued by a Federal District Court (Massachusetts District) and must be levied by a US Marshall or court approved process server. Judgments in favor of the US government may be perfected by the recording of a certified copy of the abstract of judgment. As a general rule, the enforcement of judgments issued by any federal court must follow the laws of the state where the judgment is to be enforced and must initially be registered in the Federal District Court (Massachusetts District) before enforcement can commence in Massachusetts.

**18-13. Federal Tax Lien** – *(NEW)* The Internal Revenue Service may record a lien against a person’s real estate for the amount of unpaid federal taxes. Once the amount owed has been paid, the IRS will record a Release of Federal Tax Lien.

**18-14. Homeowners’ Associations** – *(NEW)* Notwithstanding any language of a non-condominium homeowners’ association agreement to the contrary, no document that purports to create a lien or encumbrance in favor of a homeowners’ association shall be recorded without judicial authorization of the lien or encumbrance.

**18-15. Judgments** – (NEW) Certified copies of judgments affecting the title to real property issued by a Massachusetts state court or a Federal Bankruptcy Court (Massachusetts District) or a Federal District Court (Massachusetts District) are acceptable for recording, with a memorandum of the town where the land lies and a description thereof sufficiently accurate for identification if the record of the judgment or decree does not give those particulars (MGL c.184, s.17). Judgments for monetary damages are not recordable and must be recorded in the form of an execution unless the judgment is in favor of the United States.

**18-16. Lis Pendens** – (7-7, Appendix C) When a lawsuit that may affect title to real estate is commenced, either party may request the judge to authorize a “notice of *lis pendens*” which means “suit pending.” No *lis pendens* shall be recorded at the registry of deeds unless it (1) is part of an action commenced in a Massachusetts court or in a Federal Court (Massachusetts District); (2) contains the names of the parties to the proceeding, the court in which it is pending, the date of the writ or other commencement thereof, the name of the town where the affected real property lies and a description of such real property sufficiently accurate for identification; (3) has been endorsed by a justice of the court before which the action is pending; and (4) is accompanied by an affidavit to the effect that the moving party has served notice of the allowance of such motion by certified mail addressed to all other parties prior to the recording of the memorandum.

**18-17. Massachusetts Tax Lien** – (NEW) The Massachusetts Department of Revenue (DOR) may record a lien against a person’s real estate for the amount of unpaid state taxes. Once the tax has been paid, the DOR will record a Release of Massachusetts Tax Lien.

**18-18. Mechanic’s Lien** – (NEW) A person who does work on or provides material for real property may obtain a lien without initial judicial authorization in accordance with MGL c.254. A mechanic’s lien is created by recording a notice of contract and then a statement of account. The claimant must also commence a lawsuit within a set period of time. The procedure for obtaining a mechanic’s lien is a complicated one. Please consult MGL c.254 for the specific requirements.

**18-19. Medicaid Lien** – (NEW) When a person receives Medicaid (often by going into a nursing home and having the state pay for his care), the Commonwealth has an automatic lien on that person’s real estate. After the person dies, the Commonwealth is entitled to reimbursement for the cost of care from the value of the real estate.

**18-20. Out of State Liens** – (NEW) In general, a court or agency from outside of Massachusetts lacks jurisdiction to encumber real property located within Massachusetts, so liens, judgments, orders, executions, and other encumbrances from a foreign court or agency should not be recorded unless there is some Constitutional or statutory exception that specifically authorizes the recording of the proffered document.

## 19. Multifunctional/Multiple Documents

**19-1. Multiple Fees for Single Document** - (NEW, but see 7-8) Any document that includes multiple references to more than one other document, intending or attempting to assign, discharge, release, partially release, subordinate or notice those other documents, shall be separately indexed and separately assessed an additional fee for each such reference. (MGL c.262, s.38 and c.44B, s.8)

**19-2. Multiple Documents Attached as Exhibits** – (7-9) A document that is otherwise recordable on its own (or a photocopy of such a document) shall not be recorded as an attachment to another document but

must be recorded on its own as a separate document. Examples of document combinations that would be prohibited by this practice include, but are not limited to the following combinations: Deed + 6D Certificate, Deed + Trustee Certificate, Deed + Vote, Deed + Power of Attorney, Deed + Death Certificate, Mortgage + 6D Certificate, Mortgage + Collateral Assignment of Rents & Leases, Mortgage + Trustee Certificate, Affidavit re Estate Tax + Death Certificate. An Attorney Affidavit filed in accordance with MGL c.183, s.5B is exempt from this section.

## 20. Plans

**20-1. Amended Plans** – (6-7) No register of deeds shall accept for recording a notice of modification, amendment or rescission of approval of a plan of a subdivision unless such notice contains a statement by the planning board that such modification, amendment or rescission does not affect any lot or rights appurtenant thereto in such subdivision which lot was conveyed or mortgaged in good faith and for valuable consideration subsequent to the approval of the subdivision plan. (MGL c.41, s.81X)

**20-2. Condominium Floor Plans** – (NEW, but see 6-3) A master deed must include “a set of the floor plans of the building or buildings, showing the layout, location, unit numbers and dimensions of the units, stating the name of the building or that it has not a name, and bearing the verified statement of a registered architect, registered professional engineer, or registered land surveyor, certifying that the plans fully and accurately depict the layout, location, unit number and dimensions of the units as built.” However, for the required floor plans to be accurately and legibly reproduced on standard registry of deeds equipment, the floor plans should be presented for recording as plans printed on mylar material in accordance with the Plan Regulations contained herein, and not as a paper attachment to the master deed. (MGL c.183A, s.8)

**20-3. Municipal Lien Certificates & Subdivision Plans** – (6-2) No definitive subdivision plan (i.e. any subdivision plan which does not contain the phrase “Approval not required” over the signature of the applicable Planning Board) shall be accepted for recording unless it is accompanied by a municipal lien certificate indicating that all taxes, assessments, and charges then assessed against the land shown on the plan have been paid in full. (MGL c.60, s.23).

**20-4. Plan Attached to Document** – (6-4) A copy of a plan that is to be recorded as an attachment to another document must be on white paper that is no smaller than 8.5 inches by 11 inches and no larger than 8.5 inches by 14 inches. Plans recorded in accordance with this section are exempt from the registry’s plan regulations. A document with a plan attached shall not be considered to be a “multiple document” for the calculation of the recording fee for that document.

**20-5. Plan Regulations** – (Appendix B) No plan shall be recorded unless it complies with the following regulations:

- 1. Size of Plan.** Plan sizes shall be a minimum of eight and one-half inches by eleven inches (8 1/2" x 11") and a maximum of twenty-four inches by thirty-six inches (24" x 36")
- 2. Plan Material.** Plans being presented for recording shall be on linen or polyester film (“mylar”), single matte with a thickness of 3 mils (i.e., .003 inches), and must have an opacity so as to allow consistent computer scanning and Diazo and microfilm reproduction.
- 3. Type of Ink.** All plans shall be prepared using a compatible ink with excellent cohesiveness which will produce a permanent bond and result in a plan with long term durability. All signatures must be in black India ink or its equal.

4. **Plan Reproductions.** Linen or polyester reproductions shall be accepted for recording provided they contain original signatures and comply with the other requirements for the recording of plans.
5. **Borders.** Each plan shall have three quarter inch (3/4") borders.
6. **Size of Letters.** The minimum letter size on plans presented for recording shall be one-eighth (1/8") if free-hand lettering is used and one-tenth inch (1/10") if lettering guides are used.
7. **Graphic Scale.** Each plan presented for recording shall include a graphic scale.
8. **Recitations or Certifications.** Each plan shall have an area reserved to receive planning board recitation or contain a surveyors certification as per Chapter 380, Acts of 1966 (MGL c.41, s.81x).
9. **"Registry Square."** Each sheet of each plan shall have a three and one-half (3 1/2") square
10. **Certification Clause.** Each plan must contain a certification clause signed by the person preparing the plan stating that he has conformed with the rules and regulations of the Registers of Deeds in preparing the plan.
11. **No Tape or Raised Print.** No tape adhesion or the like shall be placed on any plan presented for recording or registration. Plans presented for recording shall not contain any raised print.

**20-6. Requirements for Recording – (6-6)** No plan shall be recorded unless it (1) complies with the plan regulations of the registry of deeds; and (2) is either (a) endorsed by the planning board that such plan has been approved; (b) endorsed by the planning board or its designee that approval of the plan is not required; (c) accompanied by a certificate of the clerk of the city or town that the plan is deemed approved by reason of the failure of the planning board to act; or (d) contains a statement by a registered land surveyor that the plan contains no new lines.

**20-7. Subdivision Control File – (6-1)** Each registry of deeds shall maintain a Subdivision Control File in which shall be entered all notices related to the Subdivision Control Act sent by the boards within a city or town responsible for the implementation and enforcement of said act, including copies of the rules and regulations of such boards, a list of all board members and a list of individuals who are authorized to sign Approval Not Required plans. It is the responsibility of the respective boards of each city or town to forward this information to the registry of deeds. (MGL c.41, s.81X)

## 21. Purchase and Sale Agreement

**21-1. Recording Purchase and Sale Agreement – (Appendix C)** No purchase and sale agreement shall be recorded unless the signature of at least one of the parties agreeing to sell the real estate has been acknowledged. (MGL c.184, s.17A)

## 22. Redaction

**22-1. Redacting Portions of Documents – (7-10)** – The register of deeds shall have the authority to redact any information from any document found to be recorded or presented to be recorded which does not meet the requirements of these standards or of any regulation or statute. (MGL. c.66 and c.4)

## 23. Registered Land

**23-1. Application of Deeds Indexing Standards – (8-1)** These indexing standards shall apply to registered land as suggested methods of indexing documents. Any time a conflict exists between these standards and Land Court Guidelines, policies, practices or statutes, the Land Court procedures shall be followed.

**23-2. Erroneous Recording of Registered Land – (7-4)** The customer is responsible for determining whether a document should be recorded in the registered land section or the recorded land section of the registry. If a document is recorded “on the wrong side,” the customer is solely responsible for taking the necessary steps to correct the erroneous recording.

**23-3. Land Court Guidelines – (NEW)** Procedures and practices followed by the Registered Land Department of the registry of deeds are set by the Land Court, its memos, directives, and guidelines. On Land Court homepage (<http://www.mass.gov/courts/court-info/trial-court/lc/>) see “Topics” section and select Registered Land Memos from Chief Title Examiner; Land Court Rules, Guidelines and Standards; and Land Court Rules and Standing Orders.

**23-4. Registered Land Explained – (NEW)** Massachusetts has two separate systems of recording documents related to the ownership of land. These two systems are known as recorded land and registered land. With registered land, the registry of deeds (operating as an office of the Massachusetts Land Court), issues a certificate of title to the owner of the property and annotates the certificate with the document number of any document that affects the property. Certificates of title are assigned sequential certificate numbers and they are placed in numbered books. Each registered land document is assigned a sequential document number. Registered land documents are not assigned book and page numbers as is the case with recorded land. Instead, registered land documents become associated with one or more certificates of title.

## 24. Social Security Numbers

**24-1. Redaction of Previously Recorded Document – (2-2 with modifications)** Any time a social security number is discovered in a previously recorded document, the registry of deeds shall redact the number on the electronic (and on any paper) versions of the document that are available to the public.

**24-2. Social Security Numbers Not Recorded – (2-1 with modifications)** No document containing a social security number shall be accepted for recording unless the entire number or all but the last four digits is redacted.

**24-3. Tax Liens; Redaction of Social Security Numbers – (NEW)** Current IRS Directives require that the last four digits of a social security number on a Federal Tax Lien or related document must be preserved and not fully redacted.

## 25. Time of Recording

**25-1. Deemed to be Recorded – (NEW)** A document is deemed to be recorded at the moment that the register of deeds assigns to the document an instrument number, or a book and page number, as the case may be. (MGL c. 36, s.14b)

## 26. TRUSTS

**26-1. Certificate of Trust – (5-2)** A certificate sworn to or stated to be executed under the penalties of perjury, and in either case signed by a person who from the records of the registry of deeds or of the registry district of the land court, for the county or district in which real estate owned by a nontestamentary trust lies, appears to be a trustee thereunder and which certifies as to: (a) the identity of the trustees or the beneficiaries thereunder; (b) the authority of the trustees to act with respect to real estate owned by the trust; or (c) the existence or nonexistence of a fact which constitutes a condition precedent to acts by the trustees or which are in any other manner germane to affairs of the trust, shall be binding on all trustees and the trust estate in favor of a purchaser or other person relying in good faith on the certificate. The certificate most recently recorded in the registry of deeds for the county or district in which the real estate lies shall control. (MGL c.184, s.35)



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