

**MASSACHUSETTS CERTIFICATION AND INDEMNIFICATION AGREEMENT
REGARDING UREA FORMALDEHYDE FOAM INSULATION**

DATE: **MAY 2, 2012**
PROPERTY ADDRESS: 123 Test street, Boston, MA 02110

SELLER (if applicable):

BORROWER: **Test Loan**

LENDER: **AURA MORTGAGE ADVISORS, LLC MC23467**

In this Certification and Indemnification Agreement (the "Agreement"), the term "I" refers to the person signing this Agreement. If there is more than one person signing this Agreement, the term "I" refers to all persons signing this Agreement. In consideration of the Lender granting Borrower a mortgage loan secured by the above-referenced Property, I hereby make the following certification and agreement:

1. I certify, as either the Borrower or the Seller of the above-referenced Property that, pursuant to Massachusetts General Laws, Chapter 167, Section 47, as amended, I have disclosed to the Lender that:

- Urea formaldehyde foam insulation ("UFFI") was installed in the building(s) on the Property and that formaldehyde gas is present in the ambient air at the level of parts per million ("ppm").
After taking reasonable steps as defined by the Department of Public Health to determine whether UFFI is present in the building, to the best of my knowledge UFFI was never installed in the building(s) located on the Property.
UFFI was installed in the building(s) located on the Property but was removed as of the following date: _____.
- _____

2. I understand that the Lender is relying upon this Agreement in granting to Borrower the mortgage loan secured by the above-referenced Property. I hereby consent to such reliance and agree, jointly and severally if there is more than one person signing this Agreement, to indemnify and hold harmless the Lender and its successors and assigns from and against all claims, liability, loss, damage, or injury and all reasonable costs and expenses, including reasonable attorneys' fees related thereto, arising from my failure to comply with the requirements of the provisions of Massachusetts General Laws, Chapter 167, Section 47, as amended.

Signed under seal and delivered to Lender this

Test Loan

day of

COMMONWEALTH OF MASSACHUSETTS

ss:

Then personally appeared the above-named Test Loan

and acknowledged the foregoing Agreement to be true and correct and the foregoing instrument to be his/her/their free act and deed before me.

My Commission Expires:

Notary Public

COMMONWEALTH OF MASSACHUSETTS

ss:

Then personally appeared the above-named _____ and acknowledged the foregoing instrument to be his/her/their free act and deed before me.

My Commission Expires:

Notary Public



**CERTIFICATION AND INDEMNIFICATION AGREEMENT
INSTALLATION OF APPROVED SMOKE DETECTORS**

DATE: MAY 2, 2012

ADDRESS: 123 Test street
Boston, MA 02110

SELLER(S):

BUYER(S): Test Loan

The undersigned, being the Seller and Buyer, respectively, of the above-captioned property, hereby certify and represent to **AURA MORTGAGE ADVISORS, LLC MC23467**

(the "Lender") that they understand the requirements of the Massachusetts Law concerning the installation of smoke detectors in residential buildings (M.G.L., Chapter 148, Section 26E and 26F).

In connection with the mortgage loan made today from Lender to Buyer, Seller and Buyer certify as follows:

1. Seller or Seller's predecessors have installed approved smoke detectors in the above captioned premises in operating condition at the required locations prior to this date of sale, all in compliance with said law.
2. Buyer has inspected the above captioned premises and found the approved smoke detectors installed therein in operating condition at the required locations prior to this date of sale, all in compliance with said law. Buyer further agrees to maintain said smoke detectors in operating condition in the locations required by said law and indemnifies and holds Lender, its successors and assigns, harmless from any loss, liability, cost or expense incurred by Lender, its successors and assigns, relating to or arising from the failure of buyer to maintain smoke detectors in the above captioned premises in accordance with said law.

Executed as a sealed instrument this 2ND day of MAY, 2012.

Seller _____

Test Loan

Seller _____



**MASSACHUSETTS LEAD PAINT
CERTIFICATION AND INDEMNIFICATION AGREEMENT**

TO: AURA MORTGAGE ADVISORS, LLC MC23467

PROPERTY: 123 Test street
Boston, MA 02110

DATE OF MORTGAGE: MAY 2, 2012
BUYER(S)/MORTGAGOR(S):Test Loan

In consideration of **AURA MORTGAGE ADVISORS, LLC MC23467**

granting us the mortgage loan secured by 123 Test street, Boston, MA 02110

the above-referenced mortgage, we hereby make the following certification, representations and agreements.

1. We certify as Buyers of the above-referenced property that no child under six years of age will become a resident of said premises as a result of our purchase thereof. We further represent and agree that in the event that we plan to have a child under six years of age become a resident of the premises, that prior to such child becoming a resident, we will have the premises inspected for the presence of dangerous levels of lead paint or other materials and, if the presence of such lead is found, we will remove it or cause it to be removed in accordance with applicable federal, state and local laws and regulations.

2. We understand that in granting us the mortgage loan secured by the above-referenced mortgage **AURA MORTGAGE ADVISORS, LLC MC23467**

is relying upon the certifications, representations and undertakings herein made by us. We hereby consent to such reliance and agree to jointly and severally (if more than one Buyer/Mortgagor) indemnify and hold harmless said **AURA MORTGAGE ADVISORS, LLC MC23467**

its successors and assigns from and against all liability, loss, damage, or injury and all reasonable costs and expense (including reasonable attorney's fees) related hereto arising from any false certification or misrepresentation herein contained or any branch of or default under any agreement or undertaking herein made.

3. We agree that at the option of **AURA MORTGAGE ADVISORS, LLC MC23467**

any false certification or misrepresentation herein contained or any breach of or default under any agreement or undertaking herein shall constitute a breach of the conditions of the above-referenced mortgage for which said **AURA MORTGAGE ADVISORS, LLC MC23467**

shall have all rights and remedies set forth in said mortgage and the note secured thereby and under applicable law.

Signed under seal and delivered to **AURA MORTGAGE ADVISORS, LLC MC23467**

this 2ND day of MAY, 2012.



Test Loan

COMMONWEALTH OF MASSACHUSETTS

SS:

Then personally appeared the above named Test Loan

and acknowledged the foregoing Certifications to be true and correct and the foregoing instrument to be his/her/their
free act and deed.

Before me,

My commission expires:



ONLINE DOCUMENTS, INC.

CHECKLIST

For : AURA Mortgage Advisors, LLC MC23467
In the name of : AURA MORTGAGE ADVISORS, LLC
Name : Loan, Test

LOAN # 120223088
ATTN:
NEED BY:
PROGRAM: ALL FIXED RATE 1ST LIEN LOANS

DOCUMENT

***OMD# 9466002A
DESTIN: LOCAL
TYPE : DRAW
P-CODE: 1400

CHECKED

GPRINTER PRINTER SETTINGS DOCUMENT
G1DEPS DATA ENTRY PROOF SHEET
GTILEM TRUTH IN LENDING DISCLOSURE
GIOAF ITEMIZATION
F3200NOT MULTISTATE FIXED RATE NOTE
MAUDEED MORTGAGE/DEED OF TRUST
GEMC11 INSTRUCTION TO ESCROW-TITLE-CLOSING AGENT
GEMC12 LOAN DISBURSEMENT INSTRUCTIONS
G2HUD1SS HUD SETTLEMENT STATEMENT
GHAD HUD-1 ADDENDUM
GRS4 ESCROW ACCOUNT DISCLOSURE
GPT6 PAYMENT LETTER AND COUPONS
GHZ2 HAZARD INSURANCE REQUIREMENTS
GAPL NOTICE OF RIGHT TO APPRAISAL
GCOM COMPLIANCE AGREEMENT
GFLD FLOOD HAZARD NOTICE
GTIX1 TAX RECORD INF. SHEET
G2TSV RESPA SERVICING DISCLOSURE STATEMENT
GLOV INVESTOR HAZARD ENDORSE LETTER
GW9C IRS W-9
GSNA SIGNATURE/NAME AFFIDAVIT
GAOC AFFIDAVIT OF OCCUPANCY
G3PATRIO CUSTOMER IDENTIFICATION VERIFICATION
GFACT NEGATIVE INFORMATION DISCLOSURE
GURLA 1003 RESIDENTIAL LOAN APPLICATION
MAFFI MASSACHUSETTS CERT REGARDING UFFI
MASMOKE INSTAL'N OF APPROVED SMOKE DETECTORS
MALBP LEAD PAINT CERT'N & INDEMNIFICATION AGR'NT

===== ODI USE ONLY =====

Deliver Docs to: AURA Mortgage Advisors, LLC MC23467

COVER 0706
CHECKLIST



AURA MORTGAGE ADVISORS, LLC

AUTOMATIC PAYMENT AUTHORIZATION

DATE: 02/09/2012

BORROWER(s): Test Loan

LENDER: Aura Mortgage Advisors, LLC

56 Warren Street

Roxbury, MA 02119

LOAN: \$ _____ (the "Loan")
PAYMENT: \$ _____ (Bi-weekly)

ACCOUNT INFORMATION:

Financial Institution: _____ (the "Financial Institution")

Account Number: _____ (the "Account")

Routing Number: _____

Please Indicate: • Checking Account • Statement Savings Account

ATTACH A VOIDED CHECK OR DEPOSIT TICKET FROM THE FINANCIAL INSTITUTION

ADDITIONAL PRINCIPAL PAYMENTS:

Additional monthly amount to be debited from the Account Bi-Weekly:

\$ _____ (the "Additional Amount")

As the undersigned would like all payments due respecting the Loan to be paid as close to the due date thereof, as reasonably possible, the undersigned hereby authorizes the Lender (or its servicing agent) to initiate debit entries to the Account at the Financial Institution in the amount (each a "Payment Amount") of any payment due respecting Loan plus the Additional Amount and any and all other charges or fees that may become due in connection with the Loan. In addition, the undersigned hereby authorizes the Financial Institution to debit the Account for each Payment Amount debit initiated by the Lender (or its servicing agent). The undersigned hereby acknowledges and agrees that if a scheduled due date respecting the Loan is not a day on which the Lender (or its servicing agent) is open for processing loans, the debit will be initiated on the next day on which the Lender (or its servicing agent) is open for processing loans.

The Lender (or its servicing agent) will send a notice confirming the date of the first debit to be initiated. The undersigned further agrees to maintain sufficient balances in said account to pay any all amounts as become due on the Loan.

By your signature below, you agree to the terms and acknowledge receipt of a copy of this Authorization.



Borrower: Test Loan

Date: //

Borrower:

License #



BIWEEKLY PAYMENT AGREEMENT

This AGREEMENT dated **05/02/2012** by and between Test Loan and ("Borrower(s)") and **Aura Mortgage Advisors, LLC** ("Lender") pertaining to a certain loan from Lender to Borrower of even date evidenced by a promissory note (the "Note") by and between Borrower and Lender of even date, a mortgage ("Security Instrument") securing said Note covering the property described in the Security instrument and located at:

123 Test street, Boston, MA , 02110

and the loan documents ancillary thereto (the "Loan Documents").

Borrower hereby acknowledges and agrees to the biweekly payment requirement and the annual election for application of payments as follows:

1. **BIWEEKLY PAYMENTS:** Borrower shall pay principal and interest by making a payment every fourteen days (the "Biweekly Payments"), beginning on the first bi-weekly payment due date and every fourteen days thereafter. Based on your closing date of: 05/02/2012, your first Bi-Weekly Payment will be due on: 06/15/2012.

2. **PAYMENTS:**

Time and Place of Payments: Borrower agrees to make Biweekly Payments. In the event the fourteenth day does not fall on a business banking day, the payment date shall be the following business day. Borrower agrees to make Biweekly Payments every fourteen days until all of the principal and interest and any other charges due and owing under the Note are paid in full. Biweekly Payments shall be applied first to any late fees, charges, costs related to collateral and advanced by the Lender, then to interest, and then to principal. Borrower shall make all payments to Lender at 56 Warren Street, Roxbury, MA 02119.

Biweekly Payments shall be held by the Lender until a full monthly payment amount has accrued, at which time the full monthly payment due under the Note shall be applied first to any late fees, charges, costs related to collateral and advanced by the Lender, then to interest, and then to principal. Based on your closing date of: 05/02/2012, your first monthly payment will be applied on: 07/01/2012 .

(B) **Manner of Payment:** Biweekly Payments will be made by an automatic deduction from an account Borrower agrees to maintain with the Note Holder at a state or federally chartered and insured financial institution. Borrower agrees to maintain funds in the account sufficient to pay the full amount of such Biweekly Payment on the date each said payment is due.

The first twenty-four (24) of the twenty-six (26) Biweekly Payments called for hereunder shall be automatically applied to the loan amount as provided for herein. So long as Borrower is not in default under the terms of the Note and Loan Documents and has not been late with any payment provided for under the Note and Loan Documents in the preceding twelve (12) months, Lender shall provide Borrower with the option of applying the twenty-fifth (25th) and twenty-sixth (26th) Biweekly Payments to: (1) the principal balance of the Note; or (2) a capital reserve account to be held by Lender for capital improvement(s)and/or unexpected expenses for the property securing the loan. In the event Borrower elects to apply the 25th and 26th Biweekly Payments to said



capital improvement account, any and all disbursements there from must be requested in writing by Borrower and approved in writing by Lender for capital improvements to the above-referenced property.

In the event Borrower has been/is in default under the terms of the Note and/or Loan Documents within the twelve (12) month period preceding the 25th and 26th Biweekly Payment due dates, Borrower hereby agrees and acknowledges that Lender is under no obligation to provide Borrower with a payment application election as set forth above and Lender, in Lender's sole discretion shall elect to apply the twenty-fifth (25th) and twenty-sixth (26th) Biweekly Payments to: (1) the principal balance of the Note; or (2) a capital reserve account to be held by NSP Residential, LLC for capital improvement(s) and/or unexpected expenses for the property securing the loan.

By the end of the calendar quarter containing the 26th Biweekly Payment due date, the Lender shall apply all payments made by Borrower in accordance with the terms and conditions contained herein leaving a zero balance in the Borrower's mortgage payment account held by Lender.

Borrower further acknowledges and agrees that NSP Residential, LLC, is under no obligation to release any funds held in said capital improvement account unless NSP Residential, LLC is provided with any and all documentation pertaining to a capital improvement – reserve as may be requested by NSP Residential, LLC, with said documentation being deemed satisfactory to NSP Residential, LLC.

Notwithstanding anything contained herein to the contrary, upon the end of the calendar quarter containing the 26th Biweekly Payment due date, the Lender shall apply all payments made by Borrower in accordance with the terms and conditions contained herein leaving a zero balance in the Borrower's mortgage payment account held by Lender.

Borrower further acknowledges and agrees that Lender is under no obligation to release any funds held in said capital improvement account unless Lender is provided with any and all documentation pertaining to a capital improvement as may be requested by Lender, with said documentation being deemed satisfactory to Lender.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this
Agreement dated 05/02/2012.

witness

Test Loan

Witness



FIRPTA NON-FOREIGN STATUS CERTIFICATION
(ENTITY TRANSFEROR/SELLER)

Property: 123 Test street , Boston, MA

Section 1445 of the Internal Revenue Code provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor (Seller) is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to as U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee (Buyer) that withholding of tax is not required upon my disposition of a U.S. real property interest by; the undersigned hereby certifies the following on behalf of:

1. Is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Is not a disregarded entity as defined by Treasury Regulation ss1.1445-2(b)(2)(iii);
3. U.S. employer identification number is 26-3638703; and
4. Office is 56 Warren Street, Boston, Massachusetts 02119

Understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification; and to the best of my knowledge and belief, it is true, correct and complete. I further declare that I have authority to sign this document on behalf of NSP Residential, LLC.

Signed by: NSP Residential, LLC

BY: _____

Date: 05/02/2012



FIRST PAYMENT LETTER

Date: 05/02/2012

Name(s): Test Loan

Property: 123 Test street
BostonMA 02110

First Bi-weekly payment due on 06/15/2012
In the amount of \$ 567.89

Principal and Interest:\$1,247.74

Taxes\$100.00

Home Owners Insurance.....\$ 50.00

Condo Fees.....\$

Total monthly \$ 1,397.74

Your first payment will be credited on 07/01/2012 in the amount
Of \$ 1,397.74

Receipt acknowledged:

Date: 05/02/2012

Borrower Test Loan Borrower



LEAD PAINT INDEMNIFICATION

TO: AURA MORTGAGE ADVISORS, LLC

DATE: 05/02/2012

The undersigned hereby acknowledges that they have been apprised of the existence of Massachusetts General Laws, Chapter 111, Section 190-199 and Rules and Regulations of the Department of Public Health Lead Paint Poison Program which imposes legal duties and liabilities on certain owners of residential real property, for a mortgage loan at

In further consideration of AURA MORTGAGE ADVISORS, LLC granting the above referenced mortgage loan, the undersigned agree to take whatever steps may be necessary to comply with the aforementioned statute and rules and regulations and further agree that if the subject property should contain lead-based substances which results in the undersigned incurring any expense on their part that they will indemnify and hold harmless AURA MORTGAGE ADVISORS, LLC its successors and assigns, and make no claim against said AURA MORTGAGE ADVISORS, LLC, and further that if the undersigned, any member of its family, other occupant of the premises or guest is adversely affected by the presence of any lead-based substance that the undersigned will indemnify and hold harmless said AURA MORTGAGE ADVISORS, LLC its successors and assigns from and against all liability, loss, damage or injury and all reasonable costs and expenses, including reasonable attorney's fees arising from said adverse effects.

Executed under seal this 05/02/2012

Witness

Borrower Test Loan

Borrower



SHARED APPRECIATION MORTGAGE & SECURITY AGREEMENT

THIS INDENTURE made the 2nd day of May, 2012 between
Grantor(s): **TEST LOAN, SINGLE MAN** of 123 test street**Boston, MA02110**
as party or parties of the first part, hereinafter called Grantor, and

Grantee: NSP Residential LLC, of 56 Warren Street, Boston, Massachusetts, as party or parties
of the second part, hereinafter called Grantee:

WITNESSETH, That Grantor, for and in consideration of the performance of Grantor's duties
and obligations under that certain Promissory Note dated **05/02/2012** ("Note"), has granted, bargained,
sold, alienated, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey
and confirm unto the said Grantee, their heirs, successors and assigns **with mortgage covenants**, the
following described property, to-wit:

Property Address: **123 test street**Boston, MA02110****

See Exhibit A attached hereto

Grantee and Grantor acknowledge and agree that this SA Mortgage is subject and subordinate in all
respects to the lien terms, covenants and conditions of the First Mortgage from Grantor to **Aura
Mortgage Advisors LLC** of even date in the original principal amount of **\$200,000.00**. The terms and
provisions of the First Mortgage are paramount and controlling, and they supersede any other terms and
provisions hereof in conflict therewith.

If the Grantor shall sell, convey, transfer, assign or alienate said Property, or any part thereof, or any
interest therein, or shall be divested of his/her or their title or any interest therein in any manner or way,
whether voluntarily or involuntarily, without the written consent of the Grantee being first had and
obtained, Grantee shall have the right, at its option, except as prohibited by law, to declare any
indebtedness or obligations secured hereby, irrespective of the Maturity Date or the maturity date
specified in any note evidencing the same, immediately due and payable. Failure of Grantee to exercise
such option, or consent to one such transaction, shall not constitute nor be deemed to be a waiver of the
right to require such consent to future or successive transactions.

Any default in the performance of any of the covenants of said mortgage and security agreement or
under the Note evidencing the duties and obligations secured thereby, shall be construed as a default
under the terms of this conveyance by reason of which Grantee herein may exercise its rights and
remedies under this Shared Appreciation Mortgage and Security Agreement ("SA Mortgage").

TO HAVE AND TO HOLD the said bargained premises with all and singular the rights,
members and appurtenances thereto appertaining to the only property use, benefit and behalf of Grantee,
their heirs, successors and assigns, in fee simple; and Grantor hereby covenants that he is lawfully seized
and possessed of said property, and has good right to convey it; and that the said bargained premises,
unto Grantee, their heirs, successors and assigns, against Grantor, and against all and every other person
or persons (except as may be otherwise expressly stated herein) shall and will WARRANT AND
FOREVER DEFEND.

This conveyance is made under the provisions of the General Laws of Massachusetts



(Conveyances to Secure Debt of the state code), and upon satisfaction of the duties and obligations secured by this security deed it shall be cancelled and surrendered pursuant thereto, the duties and obligations hereby secured being set forth in that certain Promissory Note of even date herewith.

It is the intention of this instrument to secure not only the duties and obligations herein above described along with any and all renewals and extensions thereof, in whole or in part, but also any and all other and further indebtedness now owing or which may hereafter be owing, however incurred, to Grantee, it successors and assigns, by Grantor and Grantor's successors in title.

Time being the essence of this contract, the Grantee shall have the right to accelerate the maturity of the duties and obligations hereby secured, by declaring the entire debt to be in default and immediately due and payable, upon the failure of Grantor to satisfy any duty required pursuant to the Promissory Note hereby secured, or upon failure of Grantor to perform any obligation or make any payment required of Grantor by the terms of this deed.

And Grantor further covenants and agrees that the possession of said premises, during the existence of said indebtedness by Grantor or any persons claiming under Grantor shall be that of tenants under Grantee, or assigns, during the due performance of all the obligations aforesaid, and that in case of a sale as hereinafter provided, Grantor, or any person in possession under Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over.

In the event of default in the performance of any of the obligations required of the Grantor by the terms of this deed, the Grantee shall be entitled to have a receiver appointed for the property herein described, in connection with or as a part of any proceeding to foreclosure this deed or to enforce any of its terms or the collection of all or any part of said debt and Grantor agrees to the appointment of such receiver without proof of insolvency or other equitable grounds and hereby appoints the Grantee as attorney in fact with authority to consent for the Grantor to the appointment of such receiver.

In case the duties and obligations hereby secured shall not be satisfied pursuant to the Promissory Note or by reason of a default as herein provided, Grantor hereby grants to Grantee and assigns the following irrevocable power or attorney: To sell the said property or any part thereof at auction at the usual place for conducting sales at the Courthouse in the County where the land or any part thereof lies, in the State, to the highest bidder for cash, after advertising the time, terms and place of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in newspaper published in the County where the land lies, or in the paper in which the Sheriffs advertisements for such County are published, all other notice being hereby waived by Grantor, and Grantee or any person on behalf of Grantee, or assigns, may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a sufficient conveyance of said premises in fee simple, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends, and Grantor hereby constitutes and appoints Grantee and assigns, the agent and attorney in fact of Grantor to make such recitals, and hereby covenants and agrees that the recitals so to be made by Grantee, or assigns, shall be binding and conclusive upon Grantor, and the heirs, executors, administrators and assigns of Grantor, and that the conveyance to be made by Grantee or assigns shall be effectual to bar all equity of redemption of Grantor, or the successors in Interest of Grantor, in and to said premises, and Grantee or assigns shall collect the proceeds of such sale, and after reserving therefrom the entire amount of principal and interest due, together with the amount of any taxes, assessments and premiums of insurance or other payments theretofore paid by Grantee, with eight per centum per annum thereon from date of payment,



together with all costs and expenses of sale and ten per centum of the aggregate amount due for attorney's fees, shall pay any over-plus to Grantor, or to the heirs or assigns of Grantor as provided by law.

The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

This deed and the Promissory Note hereby secured shall be deemed and construed to be contracts executed and to be performed in the above identified state.

Grantee shall give notice to Grantor prior to acceleration following Grantor's breach of any covenant or agreement in this SA Mortgage. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Grantor, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this SA Mortgage and sale of the Property. The notice shall further inform Grantor of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Grantor to acceleration and sale. If the default is not cured on or before the date specified in the notice, Grantee at its option may require immediate payment in full of all sums secured by this SA Mortgage without further demand and may invoke the STATUTORY POWER OF SALE and any other remedies permitted by Applicable Law. Grantee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this SA Mortgage and the Promissory Note, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

Upon payment of all sums secured by this SA Mortgage, Grantee shall discharge this SA Mortgage. Grantor shall pay any recordation costs. Grantee may charge Grantor a fee for releasing this SA Mortgage, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

Grantor waives all rights of homestead exemption in the Property and relinquishes all rights of courtesy and dower in the Property.

IN WITNESS WHEREOF, Grantor has hereunto set their hand and seal the day and year first above written.



Witness as to all:

Grantor:

Test Loan

Grantor:



4

Suffolk, ss

COMMONWEALTH OF MASSACHUSETTS

05/02/2012

On this, **2nd day of May, 2012** before me, the undersigned notary public, personally appeared Test **Loan&**, and proved to me through satisfactory evidence of identification being [] 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 person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed the foregoing, as his/her/their free act and deed, voluntarily for its stated purpose,

Notary Public:
My Commission Expires:

5



EXHIBIT A ()



6

PROMISSORY NOTE

Date:05/02/2012

For value received, the undersigned, TestLoan, of 123 test street123 test streetBoston, **MA02110**(hereinafter collectively referred to as the "Borrower") hereby promise to pay on or before the Maturity Date (as hereinafter defined) to **NSP Residential, LLC**, a Massachusetts limited liability company (the "Lender"), or order, at the Lender, 56 Warren Street, Boston, MA 02119, or at such place or to such other party or parties as the holder of this Promissory Note ("Holder") may from time to time designate, the principal sum equal to the Lender's Share of Appreciation (as hereafter defined) ("Principal"), with interest on the Principal, from and after such Principal is due unpaid, until paid in full, as set forth in Section 4(D) hereof, in lawful money of the United States of America.

1. Mortgage Security. The indebtedness evidenced by this Promissory Note is secured by a Mortgage of even date herewith ("Mortgage") encumbering the Property (as hereafter defined). The Mortgage provides or shall be deemed to provide in part:

"If the Borrower shall sell, convey, transfer, assign or alienate said Property, or any part thereof, or any interest therein, or shall be divested of his/her or their title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Lender being first had and obtained, Lender shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the Maturity Date or the maturity date specified in any note evidencing the same, immediately due and payable. Failure of Lender to exercise such option, or consent to one such transaction, shall not constitute nor be deemed to be a waiver of the right to require such consent to future or successive transactions."

2. Definitions. The following definitions are employed herein:

(A) Shared Appreciation Calculation.

(i) The "Maturity Date Fair Market Value" shall mean the actual gross price for which the Property is being sold in a bona fide sale; provided, however, that (a) if the Lender believes that the actual fair market value exceeds such actual gross price, or (b) if no such bona fide sale occurs at or about the Maturity Date, or (c) if the Lender files a notice of default, then the Maturity Date Fair Market Value shall be determined by appraisal. Such appraisal shall be conducted as described in Section 3.

(ii) "Lender's Share" is percent (%).

(iii) "Appreciation" shall be equal to the Maturity Date Fair Market Value less the Original Price of the Property less any real estate commissions related to the sale of the property, if applicable.

(iv) "Lender's Share of Appreciation" is the Lender's Share multiplied by Appreciation.



(v) "Original Price of the Property" shall be and mean three hundred thirty-two thousand five hundred eighteen \$200,000.00 dollars.

(vi) "Days" means calendar days, unless otherwise required by law.

(vii) "Working days" means days other than weekends and holidays observed by the Lender.

(B) The "Property" is security for the debt evidenced by this Note and includes the real property and improvements located at 16 Vassar Street, Dorchester, MA and such other property as described in the Mortgage securing this Note made by Borrower of even date herewith.

(C) The "Maturity Date" means the earliest of the following dates:

(i) the date on which the Property is sold, conveyed, alienated, assigned or otherwise transferred (including a foreclosure sale and including transfers by operation of law);

(ii) the date on which said Property ceases to be the Principal Place of Residence (as hereinafter defined) of the Borrower;

(iii) the date that this Promissory Note is accelerated after default as provided in herein or in the Mortgage; and

(iv) 06/01/2042.

(D) The term "Principal Place of Residence" shall be determined based upon the totality of the circumstances including, without limitation, (i) the property the Borrower regularly and continuously physically occupies, (iii) the address utilized for tax purposes, and (iii) other facts and circumstances as specified by the Lender.

3. Appraisals.

(A) Appraisals required or otherwise provided for by this Section 3 shall be in accordance with the following procedure and guidelines, unless otherwise agreed in writing between the Lender and Borrower:

(i) the Lender shall choose a licensed professional independent appraiser with no less than five (5) years of residential experience in the community in which the Property is located to conduct an appraisal of the Property to determine its Maturity Date Fair Market Value, the cost of which appraisal shall be paid by Borrower. When completed, a copy of the appraisal report shall promptly (but in no event later than thirty (30) working days after the site visit upon which the appraisal is based) be furnished to Borrower. The appraisal obtained by the Lender is hereafter referred to as "the Lender's Appraisal."



- (ii) Within ten (10) working days after receipt of the Lender's Appraisal, Borrower shall review it and, if Borrower disapproves it, provide written notice to the Lender of Borrower's rejection. If Borrower fails to provide such notice within said ten (10) day period, the Lender's Appraisal shall be deemed accepted. If Borrower accepts the Lender's Appraisal, the Maturity Date Fair Market Value determined thereby shall be final and binding upon the Lender and Borrower.

If Borrower rejects the Lender's Appraisal and so notifies the Lender within the ten (10) day period specified above, Borrower shall select and engage the services of a licensed professional independent appraiser who meets the above-referenced qualifications to conduct an appraisal of the Property to determine its Maturity Date Fair Market Value, the cost of which appraisal shall be divided equally between the Lender and Borrower. When completed, a copy of the appraisal report shall promptly (but in no event later than thirty (30) working days after the site visit upon which the appraisal is based) be furnished to the Lender. The appraisal obtained by Borrower pursuant to this subsection is hereafter referred to as the "Borrower's Appraisal."

- (iii) The two appraisers shall meet and endeavor to decide the matter. If and only if the two appraisers are unable so to decide the matter within ten (10) working days of their first meeting, then:

(a) If Borrower's Appraisal and the Lender's Appraisal differ by twenty percent (20%) or less of the higher of the two, the average of the two appraisals shall be the Maturity Date Fair Market Value and shall be final and binding on the Lender and Borrower; or

(b) If Borrower's Appraisal and the Lender's Appraisal differ by more than twenty percent (20%) of the higher of the two, then the two appraisers shall immediately select a third appraiser who meets the above-referenced qualifications to conduct an appraisal of the Property to determine its Maturity Date Fair Market Value. The cost of the third appraisal shall be divided equally between the Lender and Borrower. The third appraisal is hereafter referred to as the "Third Appraisal."

- (iv) The third appraiser shall prepare an appraisal report, copies for which shall be promptly (but in no event later than thirty (30) days after the site visit upon which the appraisal is based) provided to the Lender, Borrower and to each of their two appraisers.
- (v) If the Maturity Date Fair Market Value as determined by the Third Appraisal is within the range between the Maturity Date Fair Market Values as determined by Borrower's Appraisal and the Lender's Appraisal, said Maturity Date Fair Market Value of the Third Appraisal shall be final and binding upon the Lender and Borrower.

- (vi) If the Maturity Date Fair Market Value as determined by the Third Appraisal is not within the range between the Maturity Date Fair Market Values as determined by Borrower's Appraisal and the Lender's Appraisal, then:



(a) The three appraisers shall meet and endeavor to decide the matter. If and only if the three appraisers are unable so to decide the matter within ten (10) working days of their first meeting, then

(b) The Third Appraisal will be averaged with the closer of the two previous appraisals and the result shall be the Maturity Date Fair Market Value, which shall be final and binding on the Lender and Borrower.

(B) In an appraiser's determination of fair market value:

(i) The appraiser shall ignore the existence of any lien secured by the Property;

(ii) The appraiser shall ignore the existence of any unrepainted damage or destruction of the Property to the extent insurance proceeds are available for the repair of such damage or destruction (or would have been available if the insurance coverage required by this Promissory Note and the Mortgage securing it had been in effect).

(C) Each appraisal obtained hereunder shall be valid for the purposes of this Note for a period of ninety (90) days after the date of the site visit on which the appraisal was based (which date is not necessarily the same as the date of the written report). After said ninety (90) day period, the appraisal will be deemed to have expired.

4. (A) Default. Borrower will be in default under this Note if (i) Borrower is in default of any obligations Borrower has to Holder hereunder or pursuant to the Mortgage, or (ii) Borrower is in default under any other note, mortgage or other agreement with the Lender or any other obligation of Borrower secured by a mortgage on the Property, including, without limitation, the note in the amount of **\$200,000.00** made by Borrower in favor of Aura Mortgage Advisors, LLC of even date herewith (the "First Mortgage Note"), or (iii) Borrower commences any proceedings under the United States Bankruptcy Code or any other insolvency law or an order for relief is entered against the Borrower under any such proceedings, or any such proceedings are commenced against the Borrower and are not dismissed within sixty days after the date of such commencement, or (iv) Borrower dies.

(B) Notice of Default. If Borrower is in default, Holder may send Borrower a written notice stating that if Borrower does not cure such default hereunder or under the Mortgage, or cure such other default(s) under any other note, security agreement or other agreement by a certain date, which date must be at least [thirty (30)] days after the date on which the notice is mailed or delivered to Borrower, Holder may accelerate this Note and require Borrower to pay immediately the full amount of the Principal hereunder, provided, however, that in the event the default is a default under clauses (iii) or (iv) of Section 4(A), this Note shall automatically become immediately due and payable without any notice or other action by the Holder.

(C) Provisions of Mortgage Applicable Upon Default. If Borrower is in default, the acceleration and remedies provisions of the Mortgage shall be applicable.



(D) No Waiver by Note Holder. Even if, at the time when Borrower is in default, Holder does not require Borrower to pay immediately in full as described above, Holder will still have the right to do so if Borrower is in default at a later time.

(E) Interest after Maturity. In the event this Note is not paid on the Maturity Date, whether scheduled or by acceleration, or within fifteen (15) days thereafter, Borrower will pay interest from and after the Maturity Date on demand at a rate of interest equal [12%] per annum.

(F) Payment of Note Holder's Costs and Expenses. If the Holder has required Borrower to pay immediately in full as described above, the Holder will have the right to be paid back by Borrower for all its reasonable costs and expenses to the extent not prohibited by applicable law. Those expenses may include, for example, reasonable attorney's fees.

5. No Waiver. No delay or omission by Holder in exercising any rights under this promissory note or under the mortgage upon default thereof by Borrower shall operate as a waiver of such right or of any other right under this Promissory Note or the Mortgage, for the same default or any other default.

6. Holder May Assign. Holder shall have the right to sell, assign, or otherwise transfer, either in part or in its entirety, without Borrower's consent thereto, this Promissory Note and the Mortgage.

7. Binding Effect. The Promissory Note and all of the covenants, promises and agreements contained in it shall be binding on and inure to the benefit of the respective heirs, successors and assigns of Borrower and Holder

8. Payment of Holder's Costs and Expenses. If any action is instituted on this Promissory Note or the Mortgage, Borrower promises to pay Holder for all its reasonable costs and expenses including reasonable attorney's fees.

9. Giving of Notices. Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the Property above or at a different address if Borrower gives Holder a written notice of different address. Any notice that must be given to Holder under this Note will be given by sending it by certified or registered mail, return receipt requested, to Holder at the address first above stated, or at a different address if Borrower is given a written notice of that different address.

10. Obligations of Persons under This Note. If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Usage of the word "Borrower", "I", "my" and other words denoting a single person shall mean all borrowers under this Note, jointly and severally. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person, who takes over the obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of the borrowers may be required to pay all of the amounts owed under this Note.



11. Governing Law. This Note is to be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

12. Confidentiality. Borrower acknowledges and agrees that all of the terms of financing discussed by Holder and Borrower as well as the terms and provisions incorporated herein are strictly confidential, and Borrower agrees not to disclose such terms to any person or entity whatsoever other than (a) disclosure to Borrower's legal counsel and financial advisors, provided such person or persons agree to be bound by the foregoing confidentiality provision, (b) such information as is required to be disclosed by Borrower by legal process or by a governmental or quasi governmental entity that requires such disclosure and is authorized to require such disclosure and (c) in any legal proceeding to which Lender and Borrower are parties. This confidentiality agreement shall survive the Maturity Date.

Borrower: TestLoan

Borrower:

Witness to All



Aura Mortgage Advisors, LLC.

SPECIAL INSTRUCTIONS	
Closing Date:	05/02/2012
Borrower(s):	Test Loan
Title/Manner	Test Loan
Property Address:	123 Test street Boston MA 02110
Purchase Price:	200,000.00
Mortgage Loan Amount:	200,000.00
Closing Attorney Name	Pressman & Kruskal
Documents attached sent through Encompass	
Secure Transmission	<ul style="list-style-type: none">· Final TILA Disclosure· Itemization of Costs· Initial Escrow Account Disclosure· Original GFE· Final Application
Special Instructions	<ol style="list-style-type: none">1) Record Shared appreciation mortgage2) Title must comply with FNMA requirements.3) Borrower Shared Appreciation4) Seller Shared Appreciation5) Bi-weekly payment amount \$567.896) First Bi-weekly payment due 06/15/20127) Seller Closing cost credit8)9)10)11)12) 2nd day of May, 201213)14)15)
<p>Please forward HUD, title binder, plot plan and MLC within 24 hours of the closing</p> <p>Forward Seller documents to Judy Pfeffer At jpfleffer@auramortgage.com</p>	

Kathy Schreck
Office 617-933-587





AurarequesttocloseREV3-25-10

TAX AGREEMENT

To: Test Loan
RE: 123 Test street
Boston, MA, 02110

The undersigned buyers and sellers of property located at the above address hereby understand and agree that any prorating of taxes, (including but not limited to taxes assessed as of December 31, of the previous year, but not yet ascertained, supplemental taxes assessed for any year, and taxes assessed on new construction where a proration of the whole property may be assessed as of the issuance of a Certificate of Occupancy), water bills, payments of such, by Aura Mortgage Advisors, LLC out of funds provided at this closing is based upon any agreed figure between buyers and sellers on information furnished by others or upon estimates based upon previous bills; and if it develops that such provision for payment is insufficient or such prorating is based upon erroneous assumptions , any further payment or revision of such proration will be the sole responsibility of the undersigned.

Buyers and sellers further agree that for any real estate tax or other municipal assessment bill to be issued for the property after the date of the closing that Sellers shall, if they receive such bill, promptly forward the same to the Buyers so that Buyers may pay said bill in a timely fashion. NOTWITHSTANDING any of the foregoing, Buyers understand and agree that it is their sole responsibility to obtain a copy of any real estate tax or other municipal assessment bill issued after the date of closing and forward same to Lender for payment if escrowed or pay it themselves in a timely fashion if not escrowed.

The undersigned further agrees to indemnify and hold harmless Aura Mortgage Advisors, LLC against and from any and all liability which may result by reason of such liens or charges due. Seller hereby represent and warrant to buyers that there are no taxes, liens, mortgages, or other encumbrances due on the subject property except those set forth in the Settlement Sheet of even date herewith and that such amounts are accurate. Seller further agrees to pay all water use and assessment charges up to date of closing which may be issued at a later date regarding said real estate.

Buyer and Seller further acknowledge and agree that for whatever reason, there may be money escrowed at closing from the Seller for municipal charges, including but not limited to taxes, water, sewer or fire district taxes. Once the actual amount due for said escrowed item is received by closing attorney. Said closing attorney will disburse the escrowed money accordingly; first for the payment of the actual amount due for the escrowed item(s) and/or as a credit payable to the Buyer, if applicable. However, if the amount of money escrowed is an insufficient sum to cover payment of the actual amount due or to give the appropriate credit to the Buyer, then the Buyer and Seller further acknowledge and agree that they will handle any deficiency between themselves, outside of closing, and closing attorney will have no responsibility or liability for said deficiency amount.

NSP Residential, LLC

BY: _____

Test Loan



57 Warren Street, Roxbury, MA 02119

**IMPORTANT INFORMATION REGARDING
PAYMENT OF REAL ESTATE TAXES**

Real estate tax bills in Massachusetts are prepared in the name of the owner of record as of January 1, for the following tax year which runs from July 1 through June 30 of the next calendar year (the fiscal year). Real estate tax bills may be due twice a year with the first payment due November 1 (or thirty days after the tax bills are issued , whichever is later) for a period running from July 1 through December 31, and the second payment due May 1 for the period running from January 1 through June 30. Some municipalities are now on a quarterly tax basis. In this case, the tax bills would be due four times a year: August 1, November 1, February 1, and May 1 (or thirty days after tax bills are issued, whichever is later).

If you are a new owner, you may not receive your real estate tax bill directly from the city/town for the first two or three tax payment periods. However, you are still obligated to make sure that the real estate taxes are paid punctually as one of the obligations under your mortgage agreement. You should request that the tax collector's office send the real estate tax bills in care of you so they are not forwarded to the former owner. In cases where tax bills cannot be sent to your attention, you should obtain duplicate copies from the collector's office after the tax bills have been issued. Check with the collector's office the first week in July (if quarterly), October, January (if quarterly), and April to see if the tax bills have been issued.

IN THE EVENT THAT THE BANK IS COLLECTING A MONTHLY ESCROW FROM YOU FOR REAL ESTATE TAXES, YOU SHOULD MAKE SURE THAT BOTH COPIES OF THE TAX BILL REACH THE BANK AT LEAST 20 DAYS PRIOR TO THE TAX DUE DATE, THIS WILL BE YOUR RESPONSIBILITY AND NOT THAT OF THE BANK.

Any real estate tax bill which remain unpaid after the date not only places you in default under you mortgage agreement, but also subjects you to interest and penalties from the city/town.

This notice is given to you in order to help you understand the real estate procedures in Massachusetts and to assist you in making sure that your real estate tax obligations are met in a timely manner.

If you have any questions, please contact the loan servicing department.

I acknowledge receipt of this notice.

Date: 05/02/2012

Property: 123 Test street
Boston, MA, 02110

Borrower: _____
Test Loan
Co-Borrower: _____

