

City of Torrington

Jaime M. LaMere, Esq.
OFFICE OF CORPORATION COUNSEL
140 Main Street
Torrington, CT 06790-5245



Tel: (860) 489-2526
Fax: (860) 489-2581
e-mail:jaime_lamere@torringtonct.org

Memorandum

To: Small Cities Subcommittee
From: Jaime M. LaMere, Corporation Counsel
Re: Beverly Elmer/subordination request
Date: March 2, 2018

I was contacted by Attorney Debra Brown on February 15, 2018. Attorney Brown represents Ms. Beverly Elmer of 521 New Litchfield Street in a reverse mortgage loan transaction. Attorney Brown was inquiring about the status of the subordination agreement from the City (City Council had approved the request for a subordination agreement on 12/7/17-see attached minutes). Attorney Brown informed me that Ms. Elmer decided to use a different lender and that the loan amount had increased. The original loan amount was in the amount of \$60,495 and we were told that the property value was \$111,000 (this is the information you based your decision on). The loan amount has increased to \$68,125 and Attorney Brown stated that the property value is \$125,000 (see attached email from Attorney Brown).

There are 2 Small Cities mortgages on the property currently (see attached mortgages):

1. Volume 677, Page 187 \$56,350 Dated 6/18/98
2. Volume 692, Page 310 \$6,350 Dated 2/18/99

The 2 mortgages total \$62,700.

Given the increase in the reverse mortgage loan amount, the request for subordination must be reviewed by this subcommittee again and a recommendation made on whether to approve Ms. Elmer's request.

From: [Jaime M. LaMere](#)
To: [Debra Brown](#)
Subject: RE: Beverly Elmer
Date: Wednesday, February 21, 2018 10:59:00 AM

I will relay this information to the Small Cities Loan subcommittee of the City Council to review. Given the fact that the loan amount has changed from the information we originally received, it will need to back to the City Council for a decision.

Jaime M. LaMere, Esq.
Corporation Counsel
City of Torrington
140 Main Street
Torrington, CT 06790
Tel.: (860) 489-2526
Fax: (860) 489-2581

From: Debra Brown [mailto:debra@debrabrownlaw.com]
Sent: Wednesday, February 21, 2018 10:54 AM
To: Jaime M. LaMere <Jaime_LaMere@torringtonct.org>
Subject: RE: Beverly Elmer

The appraisal on 521 New Litchfield street is \$125,000.00, the loan is \$68,125.00. This leaves \$56,875.00 and the liens are \$56,350.00 and \$6,350.00

Debra A. Brown
Law Office of Debra A. Brown
365 Prospect Street
Torrington, CT 06790
860-496-7717
FAX 860-489-5977
debra@debrabrownlaw.com

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From: Jaime M. LaMere [mailto:Jaime_LaMere@torringtonct.org]
Sent: Tuesday, February 20, 2018 10:58 AM
To: Debra Brown <debra@debrabrownlaw.com>
Subject: RE: Beverly Elmer

Debra,

My morning got away from me and I am heading into a meeting now. I went back to review my notes on this matter. City Council did approve subordination on 12/7/17 and they were aware that

there were 2 Small Cities loans totaling \$62,500 on this property. Would you please confirm this information is accurate?

At this point, we just need to review your proposed subordination agreements. Please forward them at your convenience.

I will be available after noon today if you would like to discuss. I can be reached at 489-2527.

Regards,

Jaime

Jaime M. LaMere, Esq.
Corporation Counsel
City of Torrington
140 Main Street
Torrington, CT 06790
Tel.: (860) 489-2526
Fax: (860) 489-2581

From: Debra Brown [<mailto:debra@debrabrownlaw.com>]

Sent: Thursday, February 15, 2018 7:18 PM

To: Jaime M. LaMere <Jaime_LaMere@torringtonct.org>

Subject: Re: Beverly Elmer

Thank you, there are actually two loans, so hopefully they will both be covered

Sent from my iPhone

On Feb 15, 2018, at 6:29 PM, Jaime M. LaMere <Jaime_LaMere@torringtonct.org> wrote:

Please see the attached minutes from a meeting held on 12/7.

Jaime M. LaMere, Esq.
Corporation Counsel
City of Torrington
140 Main Street
Torrington, CT 06790
Tel.: (860) 489-2526
Fax: (860) 489-2581

From: Debra Brown [<mailto:debra@debrabrownlaw.com>]

Sent: Thursday, February 15, 2018 6:19 PM

To: Jaime M. LaMere <Jaime_LaMere@torringtonct.org>

Subject: Re: Beverly Elmer

Did they approve subordination on this actual file? I can send a subordination agreement over tomorrow. I look forward to speaking with you on Tuesday.

Sent from my iPhone

On Feb 15, 2018, at 5:27 PM, Jaime M. LaMere <Jaime_LaMere@torringtonct.org> wrote:

Attorney Brown,

Do you have a draft subordination agreement for review? City Council did approve subordination a few months ago.

I am out of the office tomorrow and City Hall is closed on Monday. Can you give me a call on Tuesday, 2/20 to discuss?

I look forward to speaking with you.

Jaime

Jaime M. LaMere, Esq.
Corporation Counsel
City of Torrington
140 Main Street
Torrington, CT 06790
Tel.: (860) 489-2526
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<Elmer.pdf>

LAW OFFICE OF
DEBRA A. BROWN
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TORRINGTON, CT 06790

(860) 496-7717
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Email
debra@debrabrownlaw.com

February 15, 2018

Attorney Jaime M. LaMere
Corporation Counsel
Torrington City Hall
140 Main Street
Torrington, CT 06790

RE: Beverly A. Elmer
521 New Litchfield Street
Torrington, CT
Housing Rehab Loan

Dear Attorney LaMere:

I represent Beverly A. Elmer, the owner of 521 New Litchfield Street in Torrington. She is currently applying for a reverse mortgage.

Mrs. Elmer has two mortgages with the City of Torrington, I believe for housing rehabilitation. My question is whether the City will subordinate these two loans to the reverse mortgage. The loans are at Vol 677 Page 187 and Vol 692 Page 310.

Please let me know what other information you need.

Very truly yours,

Debra A. Brown

Debra A. Brown

214942

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Revised 6/4/93

MORTGAGE DEED

(The words "you" or "your" refer to the City of Torrington, 140 Main Street, Torrington, CT 06790, or to any persons to whom this mortgage is assigned. The words "I", "me" or "my" refer to Beverly A. Elmer).

In consideration of your making the loan described below, I give, grant, bargain, sell, and confirm to you and your successors and assigns the following described property located in the City of Torrington, County of Litchfield, and State of Connecticut.

A certain piece or parcel of land with all the buildings and improvements standing thereon, situated in the Town of Torrington, County of Litchfield, and State of Connecticut, and bounded and described as follows:

NORTHERLY: by public highway known as New Litchfield Street, 50 feet;
 EASTERLY: by land now or formerly of Veronica Hamelin;
 SOUTHERLY: by land now or formerly of Patrick Casey, 50 feet; and
 WESTERLY: by land now or formerly of Henry Paul Lefebvre and Lucille Lefebvre.

Being the same premises conveyed to Robert L. Elmer and Beverly A. Elmer by William D. Scoville and Cora T. Scoville and recorded in Volume 209, Page 377 of the Torrington Land Records.

SUBJECT TO: A mortgage from Beverly A. and Robert L. Elmer to the Torrington Savings Bank in the principal amount of \$17,000.00, dated May 5, 1977 and recorded May 5, 1977 in Volume 311, Page 159 of the Torrington Land Records.

SUBJECT TO: A home improvement loan mortgage in the net amount of \$2,675.03 and in the gross amount of \$4,649.40 to the Dartmouth Plan, Inc., dated April 12, 1985 and recorded September 9, 1985 in Volume 380, Page 689 of the Torrington Land Records. Said mortgage was assigned to the Financial Federal Savings and Loan Association of Dade County by assignment dated September 5, 1985 and recorded September 9, 1985 in Volume 380, Page 691 of the Torrington Land Records.

Together with the appurtenances thereof and all the improvements now or hereafter erected on such property and all fixtures hereafter attached to the property, all of which, including replacements and additions thereto, are declared and agreed by me to be and remain a part of the property covered by this Mortgage. All the foregoing are referred to in this mortgage as the "Property."

TO HAVE AND TO HOLD such Property unto you and your successors and assigns, forever. I also covenant with you and your successors and assigns that, at and until the execution and delivery of this mortgage, I am the owner of the Property in fee simple; and have good right to bargain and sell the same, in the manner and form evidenced by this mortgage; and that the Property is free from all encumbrances whatsoever, except those listed above. Moreover, I do hereby bind myself to warrant and defend the Property to you and your successors and assigns against all claims and demands whatsoever, except those listed above.

THE PURPOSE OF THIS MORTGAGE IS to secure a loan to Beverly A. Elmer from you in the amount of sixty-six thousand three hundred fifty and 00/100 Dollars and evidenced by a promissory note bearing the same date as this mortgage (herein "Note") in the amount of \$56,350.00 (including pre-computed interest at the rate of 9% per year) with principal and interest payable as set forth in the Note, with the entire balance of the loan, if not sooner paid, due and payable on default.

I also agree to the following:

1. Charges; Liens. All taxes, assessments, fines, impositions, and other charges against the Property which may attain priority over this Mortgage, shall be promptly paid by me. I agree to furnish to you all notices of amounts due under this paragraph together with all receipts evidencing such payments. I agree to promptly discharge any lien other than those listed above which has or may obtain priority over this Mortgage.

2. Hazard Insurance and Condemnation. The Property shall be insured against loss by fire, hazards (including floods) included within the term "extended coverage," and such hazards as you may require and in such amounts, for such periods, and on such terms (including designations of loss payee) as you may require. Until all sums secured by this Mortgage are paid in full, I will not claim any cancellation or return of any fire or other hazard insurance policy or premium therefore covering the Property.

The proceeds of such hazard insurance (including any rebate of unaccrued premiums) and any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to you.

Any application of hazard insurance proceeds or condemnation award or claim to the loan shall not extend or postpone the due date of any payment or, if the Note provides for principal and interest to be paid in monthly or other periodic installments, change the amount of any such installments.

3. Preservation and Maintenance of Property; Condominiums; Planned Unit Developments. The Property shall be maintained in good repair and waste,

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impairment or deterioration of the Property shall not be permitted. If this Mortgage is on a unit in a condominium or a planned unit development, I agree to perform all of my obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. I agree not to use, dispose, store or release any hazardous substances on the property, unless the hazardous substances are appropriate for residential purposes.

4. Protection of Lender's Security. If any of the covenants and agreements contained in this Mortgage is not performed, or if any action or proceeding is commenced which materially affects your interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, than you at your option, without notice to me, may make such appearances, disburse such sums and take such action as you deem necessary to protect your interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by you pursuant to this paragraph, with interest thereon, shall become additional indebtedness secured by this Mortgage payable by me as required by you, and shall bear interest from the date of disbursement at the rate payable from time to time on the outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph shall require you to incur any expense or take any action.

5. Inspection. You may make or cause to be made reasonable entries upon and inspections of the Property.

6. Forbearance by Lender Not a Waiver. Any forbearance by you in exercising any right or remedy under this mortgage, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by you shall not be a waiver of your right to accelerate the maturity of the indebtedness secured by this Mortgage.

7. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

8. Successors and Assigns Bound; Captions. The covenants and agreements contained in this mortgage shall bind, and the rights under this mortgage shall inure to, my and your respective heirs, executors, administrators, successors and assigns. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to define the provisions hereof.

9. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to me provided for in this Mortgage shall be given by mailing such notice first class mail, postage prepaid, addressed to me at the address shown on your records or at such other address as I may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested to your main office or to such other address as you may designate by notice to me as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to me or you when given in the manner designated herein.

10. Governing Law; Severability. This Mortgage shall be governed by the law of the State of Connecticut. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

11. Acceleration; Remedies. All of the sums secured by this Mortgage shall immediately become due and payable, at your option, without necessity for demand or notice, if any installment or payment required under this Mortgage or the Note is not paid within ten (10) days after due date, and after notice to me as provided for in the Note, or if you have reason to believe that I might not be able to repay the Note in the future. If you declare all sums secured by this Mortgage immediately due and payable pursuant to the provisions of this Mortgage, you may invoke any remedies permitted by applicable law.

12. Payments and Proceeds. Any payment made with respect to the Note and any amount received by you under Paragraph 2 above, may be applied by you to accrued interest, other amounts owed under this mortgage, and the principal of the Note in any order and in such amounts as you may decide.

If the Note shall be fully paid in accordance with its terms, and if all of the covenants and agreements contained in this Mortgage are performed, and if you shall be fully reimbursed for all sums of money which you may have paid under this Mortgage, then this Mortgage is void; otherwise it is to remain in full force and effect.

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In Witness Whereof, I have executed this Mortgage as of this eighteenth day
of June, 1998
Signed, sealed and delivered in the presence of:

Bill Smith Beverly A. Elmer (SEAL)
Witness: Bill Smith Owner: Beverly A. Elmer

Joline LeBlanc (SEAL)
Witness: JOLINE LEBLANC

State of Connecticut
County of Litchfield

SS: Torrington

On the eighteenth day of June, 1998, before me the undersigned officer,
personally appeared Beverly A. Elmer, known to me to be the person(s) whose names
are subscribed to the within instrument and acknowledged that he/they executed
the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand.

Joline LeBlanc
Notary Public
My Commission Expires 6-30-2001

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EXHIBIT A

City of Torrington

OWNER - MEMORANDUM OF AGREEMENT
WITH RESPECT TO A
HOUSING REHABILITATION LOAN

SINGLE FAMILY OWNER OCCUPIED

This Agreement made this eighteenth day of June, 1998, by and between Beverly A. Elmer, residing at 521 New Litchfield Street, Torrington, CT 06790, hereinafter throughout called the "Owner" and The Office Of Community Development of the City of Torrington, hereinafter referred to as "OCD", acting on behalf of the City of Torrington, hereinafter referred to as "Municipality".

WITNESSETH

WHEREAS, the Municipality, acting by and through its Office of Community Development (hereinafter OCD) has received funding pursuant to a Small Cities Community Development Block Grant to administer a Housing Rehabilitation Program (HRP); and,

WHEREAS, the Owner intends and agrees to repair and rehabilitate their property located at 521 New Litchfield Street, Torrington, CT 06790, Connecticut Development Act of 1974 (PL 93-383) and HUD Community Development Block Grant Regulations of 24 CFR Part 570, as amended, including historical and architectural rehabilitation guidelines issued pursuant thereto; and,

WHEREAS, this Agreement is further subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701 U) as amended, the HUD regulations issued pursuant thereto at 24 CFR 135, et seq, and any applicable rules and orders of HUD issued thereunder as well as all Federal, State of Connecticut, and Local Regulations; and

WHEREAS, Beverly A. Elmer, (the Owner) has been found eligible to participate in the HRP; and

WHEREAS, the Owner has been approved for receipt of a Deferred Payment Loan (DPL) in an amount not to exceed \$56,350.00 and/or a low interest loan in the amount of \$-0-, for the purpose of rehabilitating/converting residential property located at 521 New Litchfield Street, Torrington, CT 06790, Connecticut; and,

WHEREAS, it is necessary under the rules and regulations of the HRP that the OCD and the Owner mutually agree to certain conditions relative to the financial assistance provided hereto,

MEMORANDUM OF AGREEMENT
HOUSING REHABILITATION PROGRAM [VOL 677 PAGE 191]
SINGLE FAMILY, OWNER-OCCUPIED

PAGE 2

NOW, THEREFORE, the Owner and the OCD for the consideration hereinbefore and hereinafter named, agree as follows:

- I. This Agreement shall consist of the general terms, conditions, and references contained herein, the drawings and work write-up, if any, and the specifications incorporated therein, and the Construction Agreement referred to in Paragraph III herein.
- II. The Owner agrees to repair and renovate their property located at, 521 New Litchfield Street, Torrington, CT 06790, Connecticut in conformance with the drawings, work write-up, specifications and contract price including subsequent change orders incorporated therein and progress payments as approved by the OCD.
- III. The Owner agrees to execute and abide by all the terms and conditions of a Construction Agreement in the form to be furnished by the Office of Community Development.
- IV. OCD agrees to remit to the Owner an amount not to exceed sixty-six thousand three hundred fifty and 00/100 (\$56,350.00) Dollars in the form of a loan and the Owner agrees to execute a Note and a Mortgage Deed to secure the Municipality's loan in the form furnished by the OCD. Said money will be disbursed by the Municipality in the form of a two-party check made payable to the contractor and the property owner. These payments will conform to the Progress Payment Schedule set-up in the Construction Agreement.

It is further agreed to by the owner that the Note and/or Mortgage Deed, due to Change Orders in the Construction Agreement, may be increased or decreased by Addendum to the Note and/or Mortgage Deed until execution of the Final Payment Form by the OCD. The execution of the Final Payment Form shall constitute completion of the rehabilitation project. Such increase shall be allowed, subject to funding availability, only in the event of unforeseeable construction requirements.
- V. If the owner should fail to live up to any provisions of this Contract contained herein, the OCD may, at its option, demand payment from the owner for any funds expended by the OCD in the undertaking of this Project including, but not limited to, financial and technical assistance.
- VI. The Owner agrees that all code violations will be corrected as a condition of participation in the Housing Rehabilitation Program, and further, in order of priority for financial and technical assistance from the OCD, code violation correction shall be first; cost-effectiveness, weatherization shall be second and general improvements last.
- VII. Any notice required by this Agreement may be delivered to the party personally, or mailed to him at the address stated herein, until he gives notice to the other party of a change of address.

MEMORANDUM OF AGREEMENT
HOUSING REHABILITATION PROGRAM
SINGLE FAMILY, OWNER-OCCUPIED

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- VIII. This Agreement shall not be assigned or transferred by the Owner without the prior written consent of the OCD.
- IX. The Owner agrees for himself, his heirs and successors and assigns that there shall be no discrimination upon the basis of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by the Owner, his heirs, successors and assigns that such disability prevents performance, in the sale, lease or rental or in the use or occupancy of such real property or of any improvements erected thereon or to be erected thereon.
- X. During the period of rehabilitation, all loan proceeds shall be retained by the OCD until such time as a construction progress payment is to be made. Payment to the Contractor shall be made in the manner set forth in the Owner/Contractor Agreement, subject to approval by the OCD as provided for in said Owner/Contractor Agreement.
- XI. The Owner shall occupy a housing unit in the premises, if he/she is the recipient of a Deferred Payment Loan to rehabilitate that housing unit.
- XII. WHEREAS, the Municipality has entered into a Professional Services Contract with L. Wagner & Associates, Inc. (hereinafter referred to as the "Consultant") by which the Consultant shall provide certain services to the Municipality regarding the implementation of a Small Cities Community Development Program which may directly benefit the Owner.

The Owner agrees that all services offered by the Municipality through the Consultant, which may affect the Owner, are offered by the Municipality in order to assist in the project implementation and the necessary program compliance. The Owner agrees to, upon review and acceptance of such services provided, indemnify, defend, save and hold harmless the Municipality and Consultant, their officers, agents and employees from and against any and all damage, liability, loss, expense, judgement of deficiency of any nature whatsoever (including, without limitation, reasonable attorney's fees and other costs and expenses incident to any suit, action or proceeding) incurred or sustained by Municipality or Consultant which shall arise out of or result from Consultant's performance in good faith of services pursuant to the Professional Services Contract. The Owner agrees that the Consultant shall not be liable to the Owner its heirs, successors or assigns, for any act performed within the duties and scope of employment pursuant to Professional Services Contract.

I/We as Owner(s) agree to uphold and/or carry-out all of the provisions covered in this Agreement.

Bill Smith
Witness: Bill Smith

Beverly Elmer
Owner: Beverly A. Elmer

Witness:

Revised 6/4/93

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SMALL CITIES PROMISSORY NOTE

(The words "you", "your" refer to the City of Torrington. The words "I", "me", "my" or "us" refer to each person who signs below as a "Borrower" or a "Co-Borrower").

1. AMOUNT OF PAYMENT

On Demand, I promise to pay you on your order, the principal amount of sixty-six thousand three hundred fifty and 00/100 (\$66,350.00) dollars should I default as defined below.

2. DEFAULT

I'll be in default if I die, sell or remortgage the property, transfer title, the property is no longer my principal place of residence or if any of the property which secures this loan is damaged, lost or destroyed. I will also be in default if I violate any term of any other mortgage note or deed I have to the property or any term of the Memorandum of Agreement between us dated June 18, 1998, a copy of which is attached as Exhibit A.

I understand you retain the right to waive any default provision upon your review and approval.

3. WHAT SOME OF THE WORDS MEAN

"Security Interest": Your "security interest" in any property means that you have the right to take and/or sell it to help pay what I owe under this note. You can do that, but only if I default. The mortgage which secures this note is a "type" of "security interest".

What I owe under this note: What I owe under this note is the sum of my remaining payments, and unpaid late charges, any interest you charge me after I default, and your collection expenses.

Collection expenses: Your "collection expenses" are the sum of the cost of taking and/or selling any of the property in which you have a security interest, the fees of your collection agency and, if you sue me, your court costs and attorney's fees as awarded by the court.

4. DEMAND/DEFAULT

I understand that you can demand payment at any time when I default. If you do demand payment, you can do one, some or all of the following things:

- (a) You can ask me to pay what I owe under this note at once.
- (b) You can charge me interest each day on that portion of my remaining balance which I haven't paid. The amount of this interest will be figured by you at a rate of 12% per annum.
- (c) You can take and/or sell any property in which you have a security interest.
- (d) You can give this note to a collection agency for collection. If you do that, I'll pay the fees of your collection agency.
- (e) You can sue me. If you do that and get a judgement against me, I'll pay your court costs and attorney's fees awarded by the court.

5. LIABILITY OF SIGNERS

This note may be signed by more than one person. If a default occurs, you can ask one of us, some of us, or all of us to pay. If a default occurs, you can also sue any one of us, or all of us for what I owe under this note.

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6. This note is secured by a mortgage dated June 18, 1998, on property located at 521 New Litchfield Street, Torrington, CT 06790, Connecticut

In addition to all terms and conditions contained in this note, I also agree to be bound by all terms and conditions contained in the mortgage deed securing this note.

I state that I have received a completed filled in copy of this note.

June 18, 1998

Date

Beverly Elmer
Beverly A Elmer

521 New Litchfield Street
Torrington, CT 06790

Address

REC'D FOR RECORD 6-18-98 AT 2:21 P
RECORDED BY [Signature]
ASST. TOWN CLERK

Revised 6/4/93

221110

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Revised 6/4/93

MORTGAGE DEED

(The words "you" or "your" refer to the City of Torrington, 140 Main Street, Torrington, CT 06790, or to any persons to whom this mortgage is assigned. The words "I", "me" or "my" refer to Beverly A. Elmer).

In consideration of your making the loan described below, I give, grant, bargain, sell, and confirm to you and your successors and assigns the following described property located in the City of Torrington, County of Litchfield, and State of Connecticut.

A certain piece or parcel of land with all the buildings and improvements standing thereon, situated in the Town of Torrington, County of Litchfield, and State of Connecticut, and bounded and described as follows:

NORTHERLY: by public highway known as New Litchfield Street, 50 feet;

EASTERLY: by land now or formerly of Veronica Hamelin;

SOUTHERLY: by land now or formerly of Patrick Casey, 50 feet; and

WESTERLY: by land now or formerly of Henry Paul Lefebvre and Lucille Lefebvre.

Being the same premises conveyed to Robert L. Elmer and Beverly A. Elmer by William D. Scoville and Cora T. Scoville and recorded in Volume 209, Page 377 of the Torrington Land Records.

SUBJECT TO: A mortgage from Beverly A. and Robert L. Elmer to the Torrington Savings Bank in the principal amount of \$17,000.00, dated May 5, 1977 and recorded May 5, 1977 in Volume 311, Page 159 of the Torrington Land Records.

SUBJECT TO: A home improvement loan mortgage in the net amount of \$2,675.03 and in the gross amount of \$4,649.40 to the Dartmouth Plan, Inc., dated April 12, 1985 and recorded September 9, 1985 in Volume 380, Page 689 of the Torrington Land Records. Said mortgage was assigned to the Financial Federal Savings and Loan Association of Dade County by assignment dated September 5, 1985 and recorded September 9, 1985 in Volume 380, Page 691 of the Torrington Land Records.

SUBJECT TO: A mortgage from Beverly A. Elmer to City of Torrington in the principal amount of \$56,350.00 dated June 18, 1998 and recorded immediately thereafter in the Torrington Land Records.

Together with the appurtenances thereof and all the improvements now or hereafter erected on such property and all fixtures hereafter attached to the property, all of which, including replacements and additions thereto, are declared and agreed by me to be and remain a part of the property covered by this Mortgage. All the foregoing are referred to in this mortgage as the "Property."

TO HAVE AND TO HOLD such Property unto you and your successors and assigns, forever. I also covenant with you and your successors and assigns that, at and until the execution and delivery of this mortgage, I am the owner of the Property in fee simple; and have good right to bargain and sell the same, in the manner and form evidenced by this mortgage; and that the Property is free from all encumbrances whatsoever, except those listed above. Moreover, I do hereby bind myself to warrant and defend the Property to you and your successors and assigns against all claims and demands whatsoever, except those listed above.

THE PURPOSE OF THIS MORTGAGE IS to secure a loan to Beverly A. Elmer from you in the amount of Six Thousand Three Hundred Fifty and 00/100 Dollars and evidenced by a promissory note bearing the same date as this mortgage (herein "Note") in the amount of \$6,350.00 (including pre-computed interest at the rate of 9 1/2 per year) with principal and interest payable as set forth in the Note, with the entire balance of the loan, if not sooner paid, due and payable on default.

I also agree to the following:

1. Charges; Liens. All taxes, assessments, fines, impositions, and other charges against the Property which may attain priority over this Mortgage, shall be promptly paid by me. I agree to furnish to you all notices of amounts due under this paragraph together with all receipts evidencing such payments. I agree to promptly discharge any lien other than those listed above which has or may obtain priority over this Mortgage.

2. Hazard Insurance and Condemnation. The Property shall be insured against loss by fire, hazards (including floods) included within the term "extended coverage," and such hazards as you may require and in such amounts, for such periods, and on such terms (including designations of loss payee) as you may require. Until all sums secured by this Mortgage are paid in full, I will not claim any cancellation or return of any fire or other hazard insurance policy or premium therefore covering the Property.

The proceeds of such hazard insurance (including any rebate of unaccrued premiums) and any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to you.

Any application of hazard insurance proceeds or condemnation award or claim to the loan shall not extend or postpone the due date of any payment or, if the

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Note provides for principal and interest to be paid in monthly or other periodic installments, change the amount of any such installments.

3. Preservation and Maintenance of Property; Condominiums; Planned Unit Developments. The Property shall be maintained in good repair and waste, impairment or deterioration of the Property shall not be permitted. If this Mortgage is on a unit in a condominium or a planned unit development, I agree to perform all of my obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. I agree not to use, dispose, store or release any hazardous substances on the property, unless the hazardous substances are appropriate for residential purposes.

4. Protection of Lender's Security. If any of the covenants and agreements contained in this Mortgage is not performed, or if any action or proceeding is commenced which materially affects your interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, than you at your option, without notice to me, may make such appearances, disburse such sums and take such action as you deem necessary to protect your interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by you pursuant to this paragraph, with interest thereon, shall become additional indebtedness secured by this Mortgage payable by me as required by you, and shall bear interest from the date of disbursement at the rate payable from time to time on the outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph shall require you to incur any expense or take any action.

5. Inspection. You may make or cause to be made reasonable entries upon and inspections of the Property.

6. Forbearance by Lender Not a Waiver. Any forbearance by you in exercising any right or remedy under this mortgage, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by you shall not be a waiver of your right to accelerate the maturity of the indebtedness secured by this Mortgage.

7. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

8. Successors and Assigns Bound; Captions. The covenants and agreements contained in this mortgage shall bind, and the rights under this mortgage shall inure to, my and your respective heirs, executors, administrators, successors and assigns. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to define the provisions hereof.

9. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to me provided for in this Mortgage shall be given by mailing such notice first class mail, postage prepaid, addressed to me at the address shown on your records or at such other address as I may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested to your main office or to such other address as you may designate by notice to me as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to me or you when given in the manner designated herein.

10. Governing Law; Severability. This Mortgage shall be governed by the law of the State of Connecticut. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

11. Acceleration; Remedies. All of the sums secured by this Mortgage shall immediately become due and payable, at your option, without necessity for demand or notice, if any installment or payment required under this Mortgage or the Note is not paid within ten (10) days after due date, and after notice to me as provided for in the Note, or if you have reason to believe that I might not be able to repay the Note in the future. If you declare all sums secured by this Mortgage immediately due and payable pursuant to the provisions of this Mortgage, you may invoke any remedies permitted by applicable law.

12. Payments and Proceeds. Any payment made with respect to the Note and any amount received by you under Paragraph 2 above, may be applied by you to accrued interest, other amounts owed under this mortgage, and the principal of the Note in any order and in such amounts as you may decide.

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If the Note shall be fully paid in accordance with its terms, and if all of the covenants and agreements contained in this Mortgage are performed, and if you shall be fully reimbursed for all sums of money which you may have paid under this Mortgage, then this Mortgage is void; otherwise it is to remain in full force and effect.

In Witness Whereof, I have executed this Mortgage as of this eighteenth day of February, 1999

Signed, sealed and delivered in the presence of:

Bill Smith
Witness: Bill Smith

Beverly Elmer
Owner: Beverly A. Elmer

Joline LeBlanc
Witness: JOHINE LEBLANC



State of Connecticut
County of Litchfield

SS: Torrington

On the eighteenth day of February, 1999, before me the undersigned officer, personally appeared Beverly A. Elmer, known ~~to~~ to be the person(s) whose names are subscribed to the within instrument and acknowledged that she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand.

Joline LeBlanc
Notary Public
My Commission Expires 6-30-2001

MORTGAGE DEED

FROM

Beverly A. Elmer
521 New Litchfield Street
Torrington, CT 06790

TO

City of Torrington
140 Main Street
Torrington, CT 06790

Received for Record 19
at o'clock and
recorded in land
records in Vol. at Page
Attest

Town Clerk

RETURN TO:
L. WAGNER & ASSOCIATES
51 LAKESIDE BOULEVARD EAST
WATERBURY, CT 06708

VOL 692 PAGE 313 SMALL CITIES PROMISSORY NOTE

(The words "you", "your" refer to the City of Torrington. The words "I", "me", "my" or "us" refer to each person who signs below as a "Borrower" or a "Co-Borrower").

1. AMOUNT OF PAYMENT

On Demand, I promise to pay you on your order, the principal amount of Six Thousand Three Hundred Fifty and 00/100 (\$6,350.00) dollars should I default as defined below.

2. DEFAULT

I'll be in default if I die, sell or remortgage the property, transfer title, the property is no longer my principal place of residence or if any of the property which secures this loan is damaged, lost or destroyed. I will also be in default if I violate any term of any other mortgage note or deed I have to the property or any term of the Memorandum of Agreement between us dated June 18, 1998.

I understand you retain the right to waive any default provision upon your review and approval.

3. WHAT SOME OF THE WORDS MEAN

"Security Interest": Your "security interest" in any property means that you have the right to take and/or sell it to help pay what I owe under this note. You can do that, but only if I default. The mortgage which secures this note is a "type" of "security interest".

What I owe under this note: What I owe under this note is the sum of my remaining payments, and unpaid late charges, any interest you charge me after I default, and your collection expenses.

Collection expenses: Your "collection expenses" are the sum of the cost of taking and/or selling any of the property in which you have a security interest, the fees of your collection agency and, if you sue me, your court costs and attorney's fees as awarded by the court.

4. DEMAND/DEFAULT

I understand that you can demand payment at any time when I default. If you do demand payment, you can do one, some or all of the following things:

- (a) You can ask me to pay what I owe under this note at once.
- (b) You can charge me interest each day on that portion of my remaining balance which I haven't paid. The amount of this interest will be figured by you at a rate of 12% per annum.
- (c) You can take and/or sell any property in which you have a security interest.
- (d) You can give this note to a collection agency for collection. If you do that, I'll pay the fees of your collection agency.
- (e) You can sue me. If you do that and get a judgement against me, I'll pay your court costs and attorney's fees awarded by the court.

5. LIABILITY OF SIGNERS

This note may be signed by more than one person. If a default occurs, you can ask one of us, some of us, or all of us to pay. If a default occurs, you can also sue any one of us, or all of us for what I owe under this note.

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6. This note is secured by a mortgage dated February 18, 1999, on property located at
521 New Litchfield Street, Torrington, CT 06790, Connecticut

In addition to all terms and conditions contained in this note, I also agree to be bound by
all terms and conditions contained in the mortgage deed securing this note.

I state that I have received a completed filled in copy of this note.

February 18, 1999

Date

Beverly A. Elmer
Beverly A. Elmer

521 New Litchfield Street
Torrington, CT 06790

Address

REC'D FOR RECORD 2/18/99 AT 1:19 P
RECORDED BY Stonewall Corp
ASST. TOWN CLERK

Revised 6/4/93

**MINUTES
SPECIAL & TELEPHONIC MEETING
CITY COUNCIL & WPC AUTHORITY
December 7, 2017**

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A **SPECIAL & TELEPHONIC MEETING** of the City Council & WPC Authority was held in the Mayor's Office on Thursday, December 07, 2017. Present were Mayor Elinor Carbone, Corporation Counsel Jaime LaMere and City Councilor Marie Soliani. City Councilors Gregg Cogswell, Anne Ruwet, Fred Simon and Frank Rubino participated by telephone. City Councilor Paul Cavagnero was absent. Treasurer Daniel Farley was also present.

Mayor Carbone called the meeting to order at 2:31 p.m.

Loan Subordination 393 University Drive

On a motion by Councilor Soliani, seconded by Councilor Simon, the Council voted unanimously to approve the subordination of a Small Cities Loan for 393 University Drive. Atty. LaMere explained that the City is in the second position for repayment, behind the homeowner's mortgage. She said that when they refinance, the City will again be in the second position behind the new mortgage, with any other liens in line to be paid after the City.

Loan Subordination 521 New Litchfield Street

On a motion by Councilor Ruwet, seconded by Councilor Cogswell, the Council voted unanimously to approve the subordination of a Small Cities Loan for 521 New Litchfield St. Mayor Carbone explained the reverse mortgage process and the assumption that this home's equity will grow. Councilor Soliani noted that if there is uncertainty, she would rather err on the side of helping people. Mayor Carbone agreed that this program is designed to help people who need it. Councilor Ruwet asked for a future presentation from Small Cities Administrator Larry Wagner and some data on the losses that have occurred throughout the years, if any.

Adjournment

On a motion by Councilor Ruwet, seconded by Councilor Soliani, the Council voted unanimously to adjourn at 2:52 p.m.

ATTEST: JOSEPH L. QUARTIERO, CMC
CITY CLERK

Carol L. Anderson, MMC, MCTC
Asst. City Clerk