

11/14/2022

To: Heather and Carol

From: Dan Farley

Regarding: Small Cities Subordination Request

Jeremy and Bambina Goodenough are requesting that The City of Torrington move their current lien from second to Third position so that they can acquire a \$15,000 Home Equity Loan.

Enclosed is a copy of the original mortgage deed for the property located at 90 Wood Street for \$20,069.00.

The original mortgage was modified and decreased to \$19,669.00. The remaining mortgage balance with TSB is \$68,541 and they are hoping to obtain the 2nd lien from TSB for the \$15,000 (Home Equity Loan)

See attached for Bank appraisal of \$185,000 Market Value and City of Torrington Appraiser card showing Assessment History and Appraised Value.



DATAFACTS[™] Qualitative Appraisal Report
Information You Trust

Timothy F Lambrecht

Restricted Appraisal

File No. B2126587
Loan No. 22876531

Purpose:	<input type="checkbox"/> Portfolio Evaluation	<input type="checkbox"/> Equity or HELOC	<input type="checkbox"/> QC/Audit	<input type="checkbox"/> REO/Foreclosure	<input checked="" type="checkbox"/> Other (describe): Equity
Data Source(s):	<input checked="" type="checkbox"/> Public/Tax Records	<input type="checkbox"/> Appraiser Files	<input checked="" type="checkbox"/> MLS	<input type="checkbox"/> Prior Inspection	<input type="checkbox"/> Owner/Other (ds):
Interest:	<input checked="" type="checkbox"/> Fee Simple	<input type="checkbox"/> Leasehold	<input type="checkbox"/> Other (describe):		

Property and Client Identification										
Property Address:	90 Wood St		City:	Torrington	State:	CT	Zip:	06790	County:	Litchfield
Borrower:	Jeremy Goodenough & Bambina Goodenough		Owner of Record:	Jeremy P. & Bambina L. Goodenough		Census Tract:	3104.00			
Legal Description:	v/p 1081/971		APN:	126/23/10						
Property Type:	<input checked="" type="checkbox"/> SFR	<input type="checkbox"/> P.U.D.	<input type="checkbox"/> Condo	<input type="checkbox"/> Manufactured	<input type="checkbox"/> 2-4 Unit	<input type="checkbox"/> Other (describe):		<input type="checkbox"/> Attached	<input checked="" type="checkbox"/> Detached	
Lender/Client:	Torrington Savings Bank		Lender/Client Address:	129 Main Street Torrington, CT 06790						

Market Area					
Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural		
Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	Typical Market Price Range:	\$ 165,000 To \$ 275,000
Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	Typical Market Property Age:	10 Yrs to 199 Yrs
Marketing Time	<input type="checkbox"/> Under 3 mths	<input checked="" type="checkbox"/> 3-6 mths	<input type="checkbox"/> Over 6 mths		
Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 3-6 months					
Is the highest and best use of the subject property as improved (based on the improvements description provided by the various data sources available) the present use?					
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe:					

Qualitative Sales Comparison Analysis					
The analysis below reflects market reaction to variations between the comparable sales and the subject property. If a feature in the sale is superior to, or more favorable than, the subject property, report a negative (-) relationship. If a feature is inferior to, or less favorable than, the subject property, report a positive (+) relationship. If a feature is equal to the subject property, report an equal (=) relationship.					
FEATURE	SUBJECT	COMPARABLE #1	COMPARABLE #2	COMPARABLE #3	
Address	90 Wood St Torrington, CT 06790	172 Torcon Dr Torrington, CT 06790	155 Torcon Dr Torrington, CT 06790	25 Alvord Park Rd Torrington, CT 06790	
Proximity to Subject		0.37 miles E	0.40 miles NE	1.22 miles N	
Sales Price	\$ N/A	\$ 185,000	\$ 198,000	\$ 182,000	
Sales Price/Gross Liv. Area	\$ /Sq. ft.	\$ 202.85 /Sq. ft.	\$ 208.42 /Sq. ft.	\$ 186.67 /Sq. ft.	
Data Sources		CTMLS# 170448347 Public Records/Assessor	CTMLS# 170507275 Public Records/Assessor	CTMLS# 170519932 Public Records/Assessor	
VALUE RELATIONSHIPS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION	
Date of Sale/Time		11/19/2021	9/30/2022	10/3/2022	
Location	Residential	Residential	Residential	Residential	
Site	.21 Ac	.24 Ac	.24 Ac	.35 Ac	
View	Residential	Residential	Residential	Residential	
Design/Style	Ranch	Ranch	Ranch	Ranch	
Quality	Average	Average	Average	Average	
Condition	Average	Average	Average	Average	
Actual Age (Yrs.)	51	65	66	67	
Above Grade	Total Bedrooms Baths	Total Bedrooms Baths	Total Bedrooms Baths	Total Bedrooms Baths	
Room Count	5 2 1.0	5 3 1.0	5 3 1.0	4 2 1.0	
Gross Living Area (GLA)	960 Sq. Ft.	912 Sq. Ft.	950 Sq. Ft.	975 Sq. Ft.	
Basement & Finished	Full/Unfinished	Full/Unfinished	Full/Unfinished	Full/Unfinished	
Rooms Below Grade	None	None	None	None	
Heating/Cooling	FHA/CAC	HWBB/No AC	+ HWBB/No AC	+ HWBB/No AC	
Garage/Carport	None	1 Car/Gar	- 1 Car/Gar	- 1 Car/Gar	
Porch/Patio/Deck	Shed	None	+ None	+ Dk Porch	
Other	None	None	= None	= Fireplace	
Overall Comparison & Score		<input type="checkbox"/> Sup. <input checked="" type="checkbox"/> Similar <input type="checkbox"/> Inf.	<input type="checkbox"/> Sup. <input checked="" type="checkbox"/> Similar <input type="checkbox"/> Inf.	<input checked="" type="checkbox"/> Sup. <input type="checkbox"/> Similar <input type="checkbox"/> Inf.	-2
- Superior + Inferior = Similar Overall					

Evaluation Summary	
Comparison and Reconciliation Comments: The three best market comparable sales have been analyzed in deriving the opinion of value. Most weight on Comps 1 & 3 as they are the most similar in market appeal. Subject's amenities are not bracketed by the Comps in regards to Site Size, Age, Garage, not adverse. Research over 6 months for Comp 1. Proximity over a mile for Comp 3.	

Inspection of the subject:	<input type="checkbox"/> No Inspection	<input checked="" type="checkbox"/> Exterior Only	<input type="checkbox"/> Interior/Exterior	Inspection Date (if applicable):	11/04/2022
Opinion of Market Value:	\$ 185,000	As of:	11/04/2022	Based on the defined scope of work, statement of assumptions & limiting conditions, appraiser's certification and level of inspection noted, if any.	

Sales/Listing History				
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Report data Source(s) used, offering price(s), and date(s): MLS, Assessor				
I <input checked="" type="checkbox"/> did <input type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain				
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.				
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.				
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales in addendum)				
ITEM	SUBJECT	COMPARABLE #1	COMPARABLE #2	COMPARABLE #3
Date of Prior Sale/Transfer	None	None	None	None
Price of Prior Sale/Transfer	None	None	None	None
Data Source(s)	Public Record /MLS	Public Record /MLS	Public Record /MLS	Public Record /MLS
Effective Date of Data Sources	11/04/2022	11/04/2022	11/04/2022	11/04/2022
Analysis of prior sale or transfer history of the subject property and comparable sales There has been no prior sale of the Subject property in the last three years. There have been no reported sales of the comparables within one year to the sales used in this report.				



This form is designed to report an appraisal of a 1-4 unit residential property (including condominiums and mobile/manufactured homes on their own land). This form cannot be used to appraise the following types of properties: 5+ residential units, commercial/mixed use properties, industrial properties, cooperative units, properties with more than 20 acres and vacant/undeveloped land.

This appraisal report is subject to the following Scope of Work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications are not permitted without express authorization by the client. The appraiser may expand the Scope of Work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Additional certifications that do not constitute material alterations to this appraisal report are permitted.

RESTRICTED APPRAISAL REPORT: The rationale for how the appraiser arrived at the opinions and conclusions set forth in this report may not be properly understood without additional information in the appraiser's work file.

INTENDED USER: The sole intended user of this appraisal report is the lender/client identified. This report is not intended for any other users.

INTENDED USE: The intended use of this report is for lending collateral valuation purposes relating to the real estate described. This report is not intended for any other use.

PURPOSE OF APPRAISAL: The purpose of this appraisal is to form an opinion of the market value of the real property that is the subject of this report based upon a qualitative sales comparison analysis as of the effective date of value.

DEFINITION OF MARKET VALUE: "Market value" means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: 1. buyer and seller are typically motivated; 2. both parties are well informed or well advised and acting in what they consider their own best interests; 3. a reasonable time is allowed for exposure in the open market; 4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and 5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. *

* This example definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, as revised and updated December 2010.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the above definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) be geographically competent in the subject's market area (2) identify the characteristics of the subject property that are relevant to the purpose and intended use of the appraisal, (3) research, verify, and analyze data from reliable public and/or private sources (4) have Multiple Listing Service (MLS) for the subject's market area, (5) include a minimum of 3 closed comparable sales (6) report his or her analysis, opinions and conclusions in this appraisal report.

Unless otherwise noted, the appraiser has not physically inspected the subject property. The appraiser was able to obtain sufficient information about the subject's physical characteristics (such as room count, gross living area (GLA), site size, etc.) from his or her own research using public and private data sources, as available, deemed reliable to develop a credible opinion of value. These sources include, but are not limited to, tax and assessment records, Multiple Listing Service(s) (MLS), appraisal files, prior inspection(s), aerial mapping programs, and information provided by the property owner, etc. Sources used in the completion of this assignment are identified on the first page of the form.

The data sources for the comparable sales may include tax and assessment records, Multiple Listing Service(s) (MLS), appraisal files, and/or other data sources that become available and are deemed to be reliable. The confirmation of comparable sale data is via multiple listing services and public data, as appropriate. The appraiser has not viewed the sales in the field unless done so in the process of completing a prior assignment. The data is collected, verified and analyzed, in accordance with set parameters as defined within the scope of work identified and the intended use of the appraisal. Comparable sales should have sold within 12 months of the effective date of the appraisal, be located in the subject's municipality and bracket the majority of the subject's features and, if not, it must be specifically addressed within the report. When the value is concluded, the sales must fall within 15% range of the final opinion of value and, if not, the report is failed or the final opinion of value reconciled.

In developing this appraisal, the appraiser has incorporated only the Sales Comparison Approach. The cost approach and the income approach, though considered, were not developed in this report based upon the needs of the client, scope of the assignment and as neither approach is deemed necessary to produce credible assignment results. The client agrees that the limited scope of analysis is appropriate given the intended use.

Personal property is not defined as real estate and therefore is not included in the valuation of the subject property.

EXTRAORDINARY ASSUMPTIONS: Unless an inspection of the subject property has taken place, or otherwise noted, the following Extraordinary Assumptions have been made: (1) The subject is considered to be in the overall condition and of the overall quality as noted on page one of the form as determined from the noted data source(s), and (2) There are no adverse environmental conditions (hazardous wastes, toxic substances, etc.) in the improvements, on site, or in the immediate vicinity of the subject property, and (3) There are no significant discrepancies between the subject's public record information or other data source(s) and the existing site or improvements.

When an Exterior-Only inspection has taken place, unless otherwise noted Extraordinary Assumptions 2 and 3 as noted above have been made.

The use of any Extraordinary Assumptions, if found not to be true, could affect the assignment results.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions and to such other specific and limiting conditions as set forth in the report.

1. The appraiser assumes no responsibility for matters of a legal nature affecting the subject property or the title thereto. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made before hand, or as otherwise required by law.

3. The appraiser has noted in the appraisal report any adverse conditions affecting/impacting the subject property that (s)he became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the real property or adverse environmental conditions (including needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) that would make the real property less valuable, and has assumed there are no such conditions and makes no guarantees or warranties, expressed or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the real property.

4. Information, estimates, and opinions furnished to the appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

5. Unless otherwise noted, the appraiser has assumed that the subject property conforms to current zoning or is legally nonconforming by a grandfather clause.

6. Unless otherwise noted, the appraiser has assumed that the subject property is not affected by any adverse easements, restrictions, encumbrances, reservations, covenants, contracts, declarations, special assessments, ordinances or other item of similar nature.

7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.

8. Neither all, nor any part of the content of the report, or copy thereof (including the conclusions of the appraisal, the identity of the appraiser, professional designations, reference to professional appraisal organizations, or the firm with which the appraiser is connected) shall be used for any purposes by anyone but the client specified in the report.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that: (1) I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification. (2) I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification. (3) This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

Appraiser	Supervisory or Co-Appraiser (if applicable)
Signature:	Signature: _____
Name: TIMOTHY LAMBRECHT	Name: _____
Company Name: Xactus	Company Name: _____
Company Address: 14 Bobala Rd Holyoke, MA, 01040	Company Address: _____
Date of Signature & Report: 11/07/2022	Date of Signature: _____
Effective Date of Appraisal: 11/04/2022	State Certification #: _____
State Certification #: RCR.0000793	Or State License #: _____
Or State License #: _____	State: _____ Expiration Date of Certification or License: _____
State: CT Expiration Date of Certification or License: 04/30/2023	<input type="checkbox"/> Did not inspect Subject Property <input type="checkbox"/> Exterior inspection of Subject Property
This assignment was ordered through an Appraisal Management Company, Data Facts Inc.	<input type="checkbox"/> Interior/exterior inspection of Subject Property
	Supervisory or Co-Appraiser Inspection Date (if applicable): _____

Subject Photo Page

Borrower	Jeremy Goodenough & Bambina Goodenough					
Property Address	90 Wood St					
City	Torrington	County	Litchfield	State	CT	Zip Code 06790
Lender/Client	Torrington Savings Bank					



Subject Front

90 Wood St	
Sales Price	N/A
Gross Living Area	960
Total Rooms	5
Total Bedrooms	2
Total Bathrooms	1.0
Location	Residential
View	Residential
Site	.21 Ac
Quality	Average
Age	51



Subject Front



Subject Street

License

Borrower	Jeremy Goodenough & Bambina Goodenough				
Property Address	90 Wood St				
City	Torrington	County	Litchfield	State	CT Zip Code 06790
Lender/Client	Torrington Savings Bank				



USPAP ADDENDUM

File No. B2126587

Borrower	Jeremy Goodenough & Bambina Goodenough		
Property Address	90 Wood St		
City	Torrington	County	Litchfield
		State	CT
		Zip Code	06790
Lender	Torrington Savings Bank		

This report was prepared under the following USPAP reporting option:

☐ Appraisal Report

This report was prepared in accordance with USPAP Standards Rule 2-2(a).

☒ Restricted Appraisal Report

This report was prepared in accordance with USPAP Standards Rule 2-2(b).

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is:

3-6 months

Additional Certifications

I certify that, to the best of my knowledge and belief:

☒ I have NOT performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

☐ I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

- The statements of fact contained in this report are true and correct.

- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.

- My engagement in this assignment was not contingent upon developing or reporting predetermined results.

- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.

- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.


- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Additional Comments

Bathroom Counts:

The bathroom count entered for the Subject and the comparables first notes the number of full baths and then the number of half baths separated by a period. For example , if a property has two full baths and two half baths it has been reported as 2.2 in the grid (2 full baths and 2 half baths) . For the purposes of this report a full bath is considered to have a sink, toilet and a bath tub/or shower, half baths have only a sink and a toilet.

APPRaiser:

Signature: 

Name: TIMOTHY LAMBRECHT

Date Signed: 11/07/2022

State Certification #: RCR.0000793

or State License #:

State: CT

Expiration Date of Certification or License: 04/30/2023

Effective Date of Appraisal: 11/04/2022

SUPERVISORY APPRAISER: (only if required)

Signature:

Name:

Date Signed:

State Certification #:

or State License #:

State:

Expiration Date of Certification or License:

Supervisory Appraiser Inspection of Subject Property:

☐ Did Not

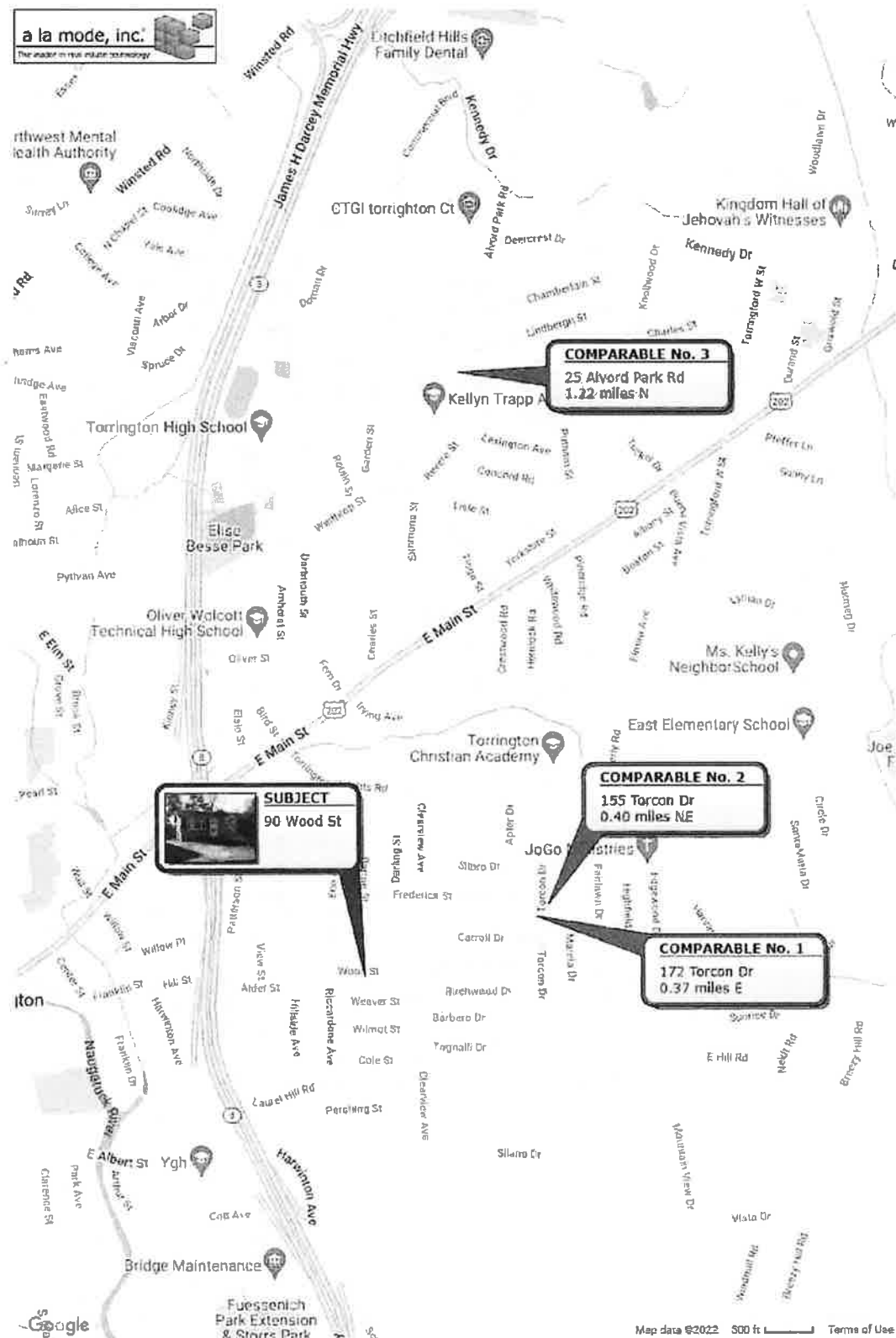
☐ Exterior-only from Street

☐ Interior and Exterior

Form ID14AP - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

Location Map

Borrower	Jeremy Goodenough & Bambina Goodenough			
Property Address	90 Wood St			
City	Torrington	County	Litchfield	State CT Zip Code 06790
Lender/Client	Torrington Savings Bank			



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

2016106533



Bk: 1222 Pg: 780
03/22/2016 02:22:58 PM
MODIFICATION AGREEMENT
2 Pages
Joseph L. Quartiero, Town and City Clerk

MODIFICATION AGREEMENT

AGREEMENT made this Twenty First day of March, 2016, by and between Jeremy P. & Bambina L. Goodenough of the City of Torrington, County of Litchfield, and State of Connecticut, hereinafter referred to as the "Borrower" and the City of Torrington a Municipal Corporation having its corporate limits and existence in County of Litchfield and State of Connecticut, hereinafter referred to as the "Lender".

WHEREAS, on December 8, 2015, the Borrower executed and delivered to the Lender a Small Cities Promissory Note in the amount of Twenty Thousand Sixty Nine and 00/100 Dollars (\$20,069.00) dated on said date, hereinafter referred to as the "Note";

WHEREAS, on December 8, 2015, the Borrower executed and delivered to the Lender a Memorandum of Agreement setting forth the general terms and conditions of the financial assistance provided by the Lender, hereinafter referred to as the "Agreement";

WHEREAS, on December 8, 2015, the Borrower in order to secure said Note executed and delivered to the Lender an Open-End Mortgage Deed dated on said date, hereinafter referred to as the "Mortgage Deed";

WHEREAS, said Note, Agreement, and Mortgage Deed were recorded on December 8, 2015 in Bk: 1217 Page 226 of the City of Torrington Land Records; and

WHEREAS, there has been an Decrease of funds being advanced by the Lender for a total indebtedness of \$19,669.00; and

WHEREAS, the parties desire to amend and modify the Note, the Agreement, and the Mortgage Deed; and parties have agreed to a modification and amendment of the terms of the Note, Agreement, and Mortgage Deed.

NOW THEREFORE, the parties hereby agree as follows:

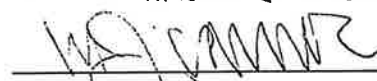
1. Paragraph 1 of the Note, is modified and amended to read as follows:
For Value Received, I promise to pay you on your order, On Demand, the principal amount of Nineteen Thousand Six Hundred Sixty Nine and 00/100 Dollars (\$19,669.00) should I default as defined below.
2. The sum stated in the Mortgage Deed referred to above is amended to read:
Nineteen Thousand Six Hundred Sixty Nine and 00/100 Dollars (\$19,669.00).
3. The sum stated in Page 1 and Paragraph 4 of Page 2 of the Agreement referred to above is amended to read: Nineteen Thousand Six Hundred Sixty Nine and 00/100 Dollars (\$19,669.00).
4. Nothing herein contained shall operate to release the Borrower from their liability to pay the Note and to keep and perform the terms, conditions, obligations and agreements contained in the Mortgage Deed except as herein modified and the Borrower agrees to pay the balance of indebtedness evidenced and secured by the Mortgage Deed with interest and all other payments required to be made by the Note and Mortgage Deed in accordance with the provisions thereof except as herein modified.
5. The Borrower agrees that every provision, obligation, right and power contained in and under the Mortgage Deed and Note shall continue in full force and effect, affected only to the extent of the change herein set forth.

IN WITNESS WHEREOF, the parties have caused their presence to be executed and their respective seals hereunder affixed the day and year first above written.


Signed, Sealed and Delivered in the Presence of:



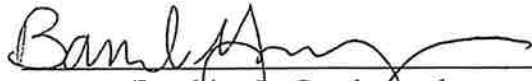
Witness: Timothy E. Waldron



Witness: Martin J. Connor



Owner: Jeremy P. Goodenough

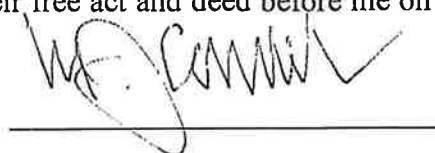


Owner: Bambina L. Goodenough

STATE OF CONNECTICUT
COUNTY OF LITCHFIELD

SS: TORRINGTON

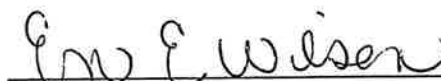
Personally appeared Jeremy P. & Bambina L. Goodenough, signer and sealer of the foregoing instrument and acknowledged the same to be of his/her/their free act and deed before me on this Twenty First day of March, 2016.



Notary Public
My Commission Expires

MARTIN J. CONNOR
NOTARY PUBLIC
State of Connecticut
My Commission Expires
January 31, 2019

THE CITY OF TORRINGTON



Witness: Erin E. Wilson



Name: Elinor Carbone

Title: Mayor

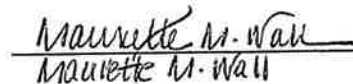


Witness: Maurette M. Wall

STATE OF CONNECTICUT
COUNTY OF LITCHFIELD

SS: TORRINGTON

Personally appeared Elinor Carbone, Mayor of City of Torrington, as aforesaid, signer and sealer of the foregoing instrument and acknowledged the same to be her free act and deed as such Mayor and the free act and deed of said Municipal Corporation before me on this Twenty ~~First~~ ^{second} day of March, 2016.



Notary Public
My Commission Expires 09-30-2017



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

OPEN END MORTGAGE DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

This indenture, made this Eighth day of December, 2015, between Jeremy P. & Bambina L. Goodenough, owner(s) of 90 Wood Street, Torrington, CT 06790, hereinafter referred to as "Mortgagor" and the City of Torrington, a municipal corporation having its corporate limits and existence with the County of Litchfield and State of Connecticut, acting by and through the Office of Community Development of the City of Torrington, hereinafter referred to as "Mortgagee".

KNOW YE, that the said Mortgagor, for and in consideration of a valuable sum in dollars received to its full satisfaction of the Mortgagee and for the better securing of the payment of the said principal sum of money and the performance of the covenants and agreements herein contained, does by these presents hereby **Give, Grant, Bargain, Sell, Assign, Confirm, Convey, Mortgage, and Warrant** unto the Mortgagee, its successors or assigns, that certain piece or parcel of land, together with all buildings and other improvements now existing or hereinafter erected thereon, located in the City of Torrington, County of Litchfield and State of Connecticut, as more particularly described below, referred to hereinafter as the "Premises".

SCHEDULE A

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

Being shown as Lot No. 63C on map of tract of land entitled "Resubdivision of Lots No. 63 to 69 inclusive at Highland Village for Alan Temkin Associates, Torrington, Connecticut, Scale 1 inch = 20 feet, December 1970, G.A. Hanson Land Surveyor", which map is on file in the office of the Town Clerk of said Torrington, as Map No. 914, to which map reference is hereby made for a more particular description of said lot.

BOUNDED:

NORTHERLY: by public highway known as Wood Street, 62.77 feet;
 EASTERLY: by land now or formerly of Richard D. Levine and Barbara A. Levine, 134.64 feet;
 SOUTHERLY: in part by land now or formerly of Mary Richardone, and in part by land now or formerly of Joan Richardone, in all 62.77 feet; and
 WESTERLY: by land now or formerly of Peter J. Kulinski and Jeanette L. Kulinski, 134.55 feet.

Being the same premises conveyed from Pasquale Dileone and Roberta A. Dileone to Beatrice Roberts by Warranty Deed dated September 1, 1988 and recorded in Volume 443 at Page 391 of the Torrington Land Records.

Subject to: A mortgage on the property in the amount of \$87,000 to Torrington Savings Bank, dated August 14, 2012 and recorded on August 20, 2012 in Vol. 1139, Page 747 of the Torrington Land Records. The mortgage was further assigned to Torrington Savings Bank Mortgage Servicing Company, a subsidiary of Torrington Savings Bank, dated August 14, 2012 and recorded August 20, 2012 in Vol. 1139, Page 780 of the Torrington Land Records.

Together with the appurtenances thereof and all the improvements now or hereafter erected on the Premises and all fixtures hereafter attached to the Premises, all of which, including

replacements and additions thereto, are declared and agreed by Mortgagor to be and remain a part of the property covered by this Mortgage.

To Have And To Hold the Premises, with the above described appurtenances and fixtures, hereinafter referred to collectively as the "Property", unto the said Mortgagee, its successors and assigns, forever, for the purposes and used herein set forth.

And Furthermore, Mortgagor, does by these presents, bind itself, its successors and assigns, forever to warrant and defend the above granted and bargained to Mortgagee, its successors and assigns, against all claims and demands whatsoever, except as stated in Memorandum of Agreement between Mortgagor and Mortgagee.

THE CONDITION OF THIS DEED IS SUCH, THAT:

Whereas the Mortgagor is justly indebted to the Mortgagee in the principal sum of up to Twenty Thousand Sixty Nine and 00/100 Dollars (\$20,069.00) evidenced by its note of even date herewith, referred to hereinafter as the "Note" (including pre-computed interest at the rate of 0%), said principal and interest being payable on Default as provided in the Note, which Note is identified as being secured hereby by a certificate thereon. The Note and all of its terms are incorporated herein by reference and this conveyance shall secure any and all extensions and/or modifications thereof, however evidenced.

Whereas, the Mortgagee has agreed to lend the sum of \$20,069.00 to the Mortgagor up to the amount stated in the Note of \$20,069.00, hereinafter referred to as the "Rehabilitation Loan", to be paid over to Mortgagor in installments as the work progresses (each such further advance being referred to hereinafter individually as a "Future Advance" and collectively as "Future Advances"), the time and amount of each Future Advance to be as provided in the Memorandum of Agreement with Respect to a Housing Rehabilitation Loan Deferred by and between Mortgagor and Mortgagee dated December 8, 2015, referred to hereinafter as the "Agreement", which Agreement (except such part or parts thereof as may be inconsistent therewith) is incorporated herein by reference to the same extent and effect as if fully set forth and made a part of this Mortgage, so that when all of the work on the Premises shall have been completed to the satisfaction of Mortgagee, the Mortgagee shall have then paid to the Mortgagor up to but in no event more than \$20,069.00.

Whereas, as a condition of the indebtedness evidenced by the Note, Mortgagor agrees to the improvements on the Premises, all in accordance with plans and specifications submitted or to be submitted by Mortgagor to and for the approval of Mortgagee (hereinafter referred to as the "Project"), which building and improvements are or may be in the process of construction;

Whereas, Mortgagor agrees to complete all of the work for the entire Project as provided in the Agreement; and

Whereas, any and all amounts paid and payable by Mortgagor to Mortgagee under the Note, the Agreement, hereunder or under any related instrument, document or agreement together with interest thereon are sometimes hereunder collectively referred to as the "Secured Indebtedness";

Whereas, this is an "OPEN END MORTGAGE" and the holder hereof is entitled to the protection to which the holder of an OPEN END MORTGAGE is entitled under Connecticut law, including, without limitation, Section 49-3 of the Connecticut General Statutes; and

Whereas, Mortgagor, does for itself and its successors and assigns, covenant and agree as follows with Mortgagee, its successors and assigns:

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 Mortgagor. Mortgagor agrees to furnish to Mortgagee all notices of amounts due under this paragraph together

with all receipts evidencing such payments. Mortgagor agrees to promptly discharge any lien other than those listed 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 the Mortgagee may require and in such amounts, for such periods, and on such terms (including designations of loss payee) as Mortgagee may require. Until all sums secured by this Mortgage are paid in full, Mortgagor 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 Mortgagee.

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, impairment or deterioration of the Property shall not be permitted. If this Mortgage is of a unit in a condominium or a planned unit development, Mortgagor agrees to perform all of Mortgagor's obligations under the declaration or covenants creating or governing said condominium or planned unit development, the by-laws and regulations of said condominium or planned unit development, and constituent documents. Mortgagor agrees 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 are not performed, or if any action or proceeding is commenced that materially affects Mortgagee's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, than Mortgagee at Mortgagee's option, without notice to Mortgagor, may make such appearances, disburse such sums and take such action as Mortgagee deems necessary to protect Mortgagee's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Mortgagee pursuant to this paragraph, with interest thereon, shall become additional indebtedness secured by this Mortgage payable by Mortgagor as required by Mortgagee, 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 Mortgagee to incur any expense or take any action.

5. Inspection. Mortgagee 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 Mortgagee 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 Mortgagee shall not be a waiver of Mortgagee's 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, Mortgagor's and

Mortgagee's respective heirs, executors, administrators, successors and assigns. The captions and headings of the paragraphs of this Mortgage are for convenience only and shall not 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 Mortgagor provided for in this Mortgage shall be given by mailing such notice first class mail, postage prepaid, addressed to Mortgagor at the address shown on Mortgagee's records or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested to Mortgagee's main office or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

10. Governing Law; Severability. This Mortgage shall be governed by the laws 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 on demand upon the occurrence of an event of default under the Note and shall also become immediately due and payable, at Mortgagee's 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, or if Mortgagee has reason to believe that Mortgagor might not be able to repay the Note in the future. If Mortgagee declares all sums secured by this Mortgage immediately due and payable pursuant to the provisions of this Mortgage, Mortgagee 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 Mortgagee under Paragraph 2 above, may be applied by Mortgagee to accrued interest, other amounts owed under this Mortgage, and the principal of the Note in any order and in such amounts as Mortgagee 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 Mortgagee shall be fully reimbursed for all sums of money that Mortgagee may have paid under this Mortgage, then this Mortgage is void; otherwise it is to remain in full force and effect.

Signed, sealed and delivered in the presence of:

Owner: Jeremy P. Goodenough

Owner: Bambina L. Goodenough

On the Eighth day of December, 2015, before me the undersigned officer, personally appeared Jeremy P. & Bambina L. Goodenough, 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.

Notary Public Maurette M. Wall
My Commission Expires: 09.30.2017

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

SMALL CITIES PROMISSORY NOTE

\$20,069.00

December 8, 2015

(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

For Value Received, I promise to pay you on your order, On Demand, the principal amount of Twenty Thousand Sixty Nine Dollars (\$20,069.00) 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 December 8, 2015, 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 judgment 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.

6. ACKNOWLEDGMENT OF RECEIPT

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

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.


Owner: Jeremy P. Goodenough


Owner: Bambina L. Goodenough

This note is Secured
By a Mortgage of Real
Property Located at:

90 Wood Street, Torrington, CT 06790

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

EXHIBIT A

CITY OF TORRINGTON

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

OWNER OCCUPIED

This Agreement made this Eighth day of December, 2015, by and between Jeremy P. & Bambina L. Goodenough, residing at 90 Wood Street, Torrington, CT 06790, hereinafter throughout called the "Owner" and the City of Torrington, a municipal corporation having its corporate limits and existence in the County of Litchfield and State of Connecticut, hereinafter throughout called the "Municipality", acting herein by and through the Community Development Program of the City of Torrington, hereinafter referred to as "CDP".

WITNESSETH

WHEREAS, the Municipality, acting by and through its Community Development Program (hereinafter "CDP") 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 90 Wood Street, Torrington, CT 06790, under the standards of Title I of the Housing and Community 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, Jeremy P. & Bambina L. Goodenough, (the Owner) has been found eligible to participate in the HRP; and

WHEREAS, the Owner has been approved for receipt of a 0% interest Deferred loan in an amount not to exceed \$20,069.00, for the purpose of rehabilitating/converting residential property located at 90 Wood Street, Torrington, CT 06790; and,

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

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

1. The Owner agrees to repair and renovate their property located at 90 Wood Street, Torrington, CT 06790 in conformance with the Construction Contract including subsequent change orders incorporated therein as approved by the CDP.
2. The Construction Contract shall consist of the general conditions, work write-up, drawings, if any, and technical specifications.
3. The Owner agrees to execute and abide by all the terms and conditions of the Construction Contract in the form to be furnished by the CDP.

4. The CDP agrees to remit to the Owner an amount not to exceed Twenty Thousand Sixty Nine Dollars (\$20,069.00) in the form of a loan and the Owner agrees to execute a Promissory Note and a Mortgage Deed to secure the Municipality's loan in the form furnished by the CDP. 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 after approval of payment by the Owner. These payments will conform to the Progress Payment Schedule set-up in the Construction Contract.

It is further agreed to by the owner that the Promissory Note and/or Mortgage Deed, due to Change Orders in the Construction Contract, may be increased or decreased by Addendum to the Promissory Note and/or Mortgage Deed until execution of the Certificate of Completion form by the Owner and Contractor. The execution of the Certificate of Completion form shall constitute completion of the rehabilitation project. Such increase shall be allowed, subject to funding availability, and only in the event of unforeseeable construction requirements.

5. If the Owner should fail to live up to any provision of the Construction Contract contained herein, the CDP may, at its option, demand payment from the Owner for any funds expended by the CDP in the undertaking of this Project including, but not limited to, financial and technical assistance.
6. The Owner agrees that all code violations will be corrected as a primary condition of participating in the Housing Rehabilitation Program, and further, in order of priority for financial and technical assistance from the CDP, hazardous material and weatherization shall be second and general improvements last.
7. 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.
8. This Agreement shall not be assigned or transferred by the Owner without the prior written consent of the CDP.
9. 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.
10. During the period of rehabilitation, all loan proceeds shall be retained by the CDP 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 Construction Contract, subject to approval by the CDP as provided for in said Construction Contract.
11. The Owner shall occupy a housing unit in the premises as his/her primary residence, if he/she is the recipient of a Deferred Payment Loan to rehabilitate that housing unit.
12. In order for the Owner to be eligible to participate in the Housing Rehabilitation Program, the Owners shall provide to the CDP certification and verification of their income on a form provided by the CDP.
13. WHEREAS, the Municipality has entered into a Professional Service 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 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, judgment 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.

14. Neither the Municipality nor the Consultant shall have control over, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and progress in connection with the Work, nor shall the Municipality or Consultant be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Municipality or Consultant shall not have control over, or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

The Consultant shall visit the site at intervals appropriate to the stage of construction, or as otherwise required by the Municipality or Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

The Consultant has the authority to reject Work or materials that do not conform to the Contract Documents. Whenever the Consultant considers it necessary or advisable, the Consultant shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Consultant to the Owner, Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

Interpretations and decisions of the Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing. When making such interpretations and decisions, the Consultant shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

The Consultant shall review the amounts due the Contractor and shall issue payment certificates in such amounts with the Owner's approval. The Consultant's certification for payment shall constitute a representation to the Municipality, based on the Owner's approval and acceptance of the Work, that, to the best of the Consultant's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representation are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, (4) to specific qualification expressed by the Consultant, and (5) subject to the approval of payment by the Owner and work invoiced.

The issuance of a Certificate for Payment shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers or other data requested to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.


15. The Owner agrees to uphold and/or carry-out all of the provisions covered in this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

Signed sealed and delivered
In the presence of:



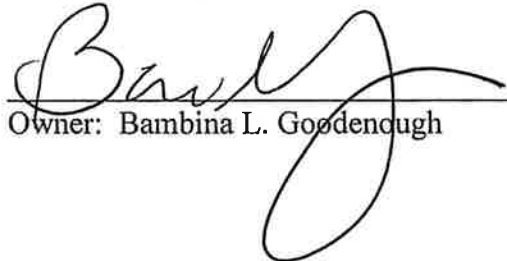
Witness: Bob Caliolo



Owner: Jeremy P. Goodenough



Witness: Maurette M. Wall



Owner: Bambina L. Goodenough