

**SPRINGFIELD COMMUNITY PRESERVATION
FULL APPLICATION COVER SHEET**

I. PROJECT INFORMATION

CPA program area - check all that apply:

☐ community housing ☒ historic preservation ☐ open space ☐ recreation

Project/Program Title: **63 Mulberry Street, Springfield, Massachusetts**

Brief Project/Program Summary:

Renovation of historical building known as and numbered 63 Mullberry St., Springfield, MA

estimated start date: TBD per court

estimated completion date: TBD

II. APPLICANT INFORMATION

Type of Applicant - check one:

☐ City of Springfield ☐ Non-Profit Organization ☒ For-Profit Business ☐ Individual

Name of Organization: **Victoria Capital Trust**

Name of Contact Person: **Michael E. Swain, Esq.**

Mailing Address: **10 City Square**

Mailing City/State/Zip: **Boston, MA 02129**

Phone: **617-934-7643**

Fax: **617-337-4496**

Email: **mswain@DHNewEngland.com**

Website: **DHNewEngland.com**

III. BUDGET SUMMARY

Estimated Project Budget: **\$1,839,900.00**

CPA Funding Request: **\$250,000.00 (or max allowed by the City)**

Will you be seeking multi-year funding ☐ Yes ☒ No

CPA Request as Percentage of Total Project/Program Budget: **approx. 13.6%**

List Other Secured Funding Sources:

Funding from mortgagee's resources

List Other Prospective Funding Sources:

TBD

Applicant Signature: _____

Date Submitted: 3/31/2022

Michael E. Swain, Esq.
Attorney for Applicant.

Community Preservation Act Application/Narrative

Proposal from Victoria Capital Trust, mortgagee and party in control of the property (per Western Housing Court order) known as and numbered 63 Mulberry Street, Springfield, Massachusetts.

Project: 63 Mulberry Street, Springfield, Massachusetts

To: Community Preservation Act Committee

NOTE: As per email correspondence of March 30, 2022 between Attorney Michael E. Swain, Karen Lee and Bob McCarroll, it is anticipated that supplemental information will be sent to the committee prior to the May 2022 meeting.

I. GENERAL INFORMATION

A: **The parcel ID number** for the property is 08885-0084. The Property is currently owned by Sisterhood on the Move, Inc. and there is a pending lawsuit brought by former owner Cheryl Bonner alleging that she was fraudulently induced to transfer the Property to Charles Cobb, who then transferred the Property to his corporation named Sisterhood on the Move, Inc. Applicant is the current mortgagee of the Property and is in control of the premises per court order of Western Housing Court.

B. **Community Housing Questions** – N/A.

C. **Historic Preservation Questions**

1. The applicant agrees to preservation restriction or local historic district designations and will supplement the proposed rehab plan prior to the committee's May meeting to address concerns regarding the same.
2. The applicant will consult with the proper City entities to ensure the work complies with the Secretary's Standards.
3. The Property was constructed in 1865.

D. **Open Space & Recreation Questions** – N/A.

E. **Certification regarding applicant not being found guilty of wage theft** – to be supplemented to this application prior to the committee's May meeting.

II. Narrative

A. Project summary

The main house on this property is an 8,624 square foot single family home consisting of 10 bedrooms and 7 bathrooms built in 1865. Local architect Guy Kirkam deigned the large Colonial Revival style house and Shingle style carriage house for Chester Bliss. Both buildings are in serious disrepair and are textbook examples of demolition by neglect. There was also a fire in the main building that has caused serious damage. Three proposals have been submitted for rehabilitation of the main house and demolition of the carriage house. It is of the opinion of all three contractors and an architect that the carriage house is beyond repair and should be demolished. The City has also taken the position (in the Western Housing Court matter) that the carriage house must be demolished for public safety. Applicant wishes to explore opportunities for how the main historic building may be rehabilitated.

B. Proposal Description

The proposal is to restore the main building at the Property to preserve a historic building. Springfield would be benefited by having this historic home restored to its old glory. The proposal meets the CPA criteria of rehabilitation of historic resources. The expected outcome of the project would be to have this historic property no longer condemned and provide a great improvement to the historic neighborhood.

A list of the work that is needed at the Property includes:

- Secure all necessary municipal permits
- Provide all general condition (i.e. sani-can, dumpster, lift equipment, etc.)
- Demo all finishes on the interior and exterior down to framing
- Demo all MEP systems
- Rebuild & repair all exterior walls, sheathing, and porches to code
- Replace all windows and doors
- Install new siding
- Install new roofing shingles
- Repair masonry
- Install new MEP systems including but not limited to: new electrical service and distribution, HVAC systems, plumbing, fire alarm, etc.
- Insulate building to code
- Install new millwork and hardware
- Install all finishes including paint, flooring, shelving, etc.

NOTE: The attached proposals from the three (3) contractors will be updated to provide materials to be used that match the historic buildings character. Currently the proposals do list things such as vinyl siding, which will not be in compliance with the historic district's regulations.

C. Feasibility and Sustainability

Applicant is the mortgagee of the Property and has resources to invest in the restoration of the home. Other funding sources are being looked into and it is anticipated that the applicant will supplement this application prior to the committee's May meeting.

D. Applicant Experience

Applicant is currently in control of the Property via court order from Western Housing Court (the "Court"). The Court approved the company of CSG Properties MA LLC based out of Springfield, MA to be the manager of the Property. This company is affiliated with CSG Properties LLC ("CSG") which was founded in 1995. CSG has provided professional management for distressed properties of all types. Attached is information providing greater insight into CSG's long history of managing properties.

III. Timeline

The timeline for rehabilitation is largely based on Western Housing Court approval and scheduling constraints of the contractors. The contractors' proposals stated a timeframe for work to be completed as about two (2) months. With current supply chain issues, this timeframe estimate may be increased.

IV. Budget

Using the mid amount proposal received by the three (3) contractors, it is anticipated that the project will cost at least \$1,839,900.00. Upon revised proposals to meet historic district guidelines, this amount is likely to increase.

V. Attachments

- Fair Wage Compliance Certificate – to be provided prior to the committee's May meeting.
- Documents showing standing of applicant: Note, Mortgage, Assignment of Mortgage.

- Court order regarding control of the Property.
- Court report from Western Housing Court including photos.
- Curriculum Vitae and biography of Gregory A. Gilfoil, CEO of CSG.
- CSG Properties Brochure
- Proposals from AJ Crane Construction of Chicopee, MA, Jared A Laravee Construction of Chicopee MA and JMC Services LLC of Indian Orchard, MA.
- Letters of support – it is anticipated that upon updating the proposals from the contractors that letters of support will be supplemented prior to the committee's May meeting.

EXHIBIT A

Note

\$250,000.00

Franklin, MA
June 27, 2018

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned ("Maker"), which term wherever used herein shall mean all and each of the signers of this Note, jointly and severally, promise to pay to the order of **TRIUMPH CAPITAL PARTNERS, LLC**, a limited liability company established under the laws of the State of Delaware, with an address of 155 S. Highway 101, Suite 7, Solana Beach, California 92075, the sum of **Two Hundred Fifty Thousand and 00/100 (\$250,000.00) Dollars**, due and payable on June 27, 2019, together with interest on the full principal amount of the loan at the rate of twelve and one-quarter (12.25%) percent per annum. Interest on this Note is computed on a 30/360 simple interest basis; that is, with the exception of odd days before the first full payment cycle, monthly interest is calculated by applying the ratio of the interest over a year of 360 days, multiplied by the outstanding principal balance, multiplied by a month of 30 days. Interest for the odd days before the first full month is calculated on the basis of the actual days and a 360-day year.

Payments of interest only, in arrears, shall be due and payable on the first day of each month commencing August 1, 2018. All principal and accrued unpaid interest shall, in all events, be due and payable on June 27, 2019. Payments shall be applied first to costs of collection, then to accrued interest and then to principal reduction. The Maker reserves the right to prepay this Note at any time, and from time to time, in whole or in part without penalty or premium, but no portion of the origination fee shall be refunded or rebated, **provided, however, that interest for 90 days from the date hereof shall be due and payable in the event the Note is prepaid within 90 days.**

The Maker shall pay to the holder a late charge of ten (10%) percent of any required payment not received by the holder within ten (10) days after the payment is due, or \$500, whichever is greater.

The Maker agrees to pay all costs and expenses, including all reasonable attorney fees, for the collection of this Note upon default, and to pay interest on all amounts not paid when due (pursuant to the terms hereof, by acceleration, or otherwise) at the rate of twenty-four (24%) percent per annum, until paid in full. In the event that Lender makes loan or expense disbursements (including, without limitation, collections or construction expenses permitted under any Construction Loan Agreement) in addition to those amounts set forth herein, any such additional amounts shall be added to the principal balance and accrue interest as set forth herein. The foregoing default interest rate shall automatically begin to accrue, without notice to Maker, on the entire outstanding principal balance of this Note as of the date of the default and any subsequent invoice sent by the holder to the Maker calculating interest at the contract rate of interest shall not constitute a waiver by the holder of its right to collect interest at the default rate, notwithstanding the interest calculation set forth in such invoice. All payments shall be

made at the office of the holder at 155 S. Highway 101, Suite 7, Solana Beach, California 92075, or at such other place as holder hereof may from time to time designate in writing.

At the option of the holder, this Note shall become immediately due and payable without notice or demand upon the occurrence at any time of any of the following events: (1) default in any payment of principal or interest which is not cured within fifteen (15) days; (2) default, beyond the applicable grace or cure period, in the performance or observance of the terms or conditions of the Mortgage and Security Agreement, Guaranty, Construction Loan Agreement and other instruments and documents of even date (including amendments and extensions thereof) securing this Note; (3) default beyond any applicable grace or cure period in the payment or performance of any other liability or obligation of the Maker or of any endorser or guarantor of any liability or obligation of the Maker to the holder; (4) service pursuant to trustee process, upon the holder hereof of a writ in which the holder is named as trustee of the Maker; (5) if the Maker or any endorser or guarantor hereof is a corporation, trust or partnership, the liquidation, termination or dissolution of any such organization; (6) if any party liable hereon, whether as maker, endorser, guarantor, surety or otherwise shall die, make an assignment for benefit of creditors, or if a receiver of any such party's property shall be appointed, or if a petition in bankruptcy or other similar proceeding under any law for relief of debtors shall be filed by or against (if not dismissed or stayed within sixty (60) days in the event of an involuntary bankruptcy) any such party; (7) if there is a conveyance of all, or any portion of, the mortgaged premises described in any mortgage securing this Note or any interest therein without prior approval of the holder as set forth in the Mortgage or otherwise; (8) default under any other indebtedness which is secured by a mortgage on all or any portion of the premises described in the mortgage; (9) termination by the guarantor of any Guaranty of this Note; or (10) if any proceeding shall be instituted challenging the validity or priority of the mortgage securing this Note.

Each and every party liable hereon, either as maker, endorser, guarantor, surety or otherwise, hereby (1) waives presentment, demand, protest and notices (except as specifically otherwise required) of every kind and description, and all suretyship defenses and defenses in the nature thereof; (2) waives any defenses based upon, and specifically assents to, any and all extensions and postponements of the time of payment and all other indulgences and forbearances which may be granted by the holder to any party liable hereon; (3) agrees to any substitution, exchange, release, surrender or other delivery of any collateral held hereunder and to the addition or release of any other party or person primarily or secondarily liable; and (4) agrees to be bound by all the terms contained in this Note and agrees that the obligations and agreements of all such parties shall be joint and several.

No delay or omission on the part of the holder in exercising any right hereunder shall operate as a waiver of such right or of any other right of such holder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion, and no waiver or alteration or modification of the terms of this note shall be valid unless in writing signed by the Holder of this note and only to the extent therein set forth.

No single or partial exercise of any power hereunder or under any mortgage or security agreement securing this Note shall preclude other or future exercise thereof or the exercise of any other power. The holder hereof shall at all times have the right to proceed against any portion of the security held herefor in such order and in such manner as the holder may see fit, without waiving any rights with respect to any other security.

Subject to applicable grace periods, all times of payment of principal, interest or any other monies due under or in respect to this Note or under or in respect to any mortgage, security agreement or other instrument or agreement securing this Note shall be of the strict essence.

Any default under this Note or in the performance and observance of the provisions of any agreement pertaining thereto continuing after the applicable grace or cure period, if any, shall be deemed a default on all other notes, obligations and liabilities of all parties liable hereon to the holder, whether now existing or hereafter arising, and any default on any other note, obligation or liability of any party liable hereon to the holder, whether now existing or hereafter arising, shall also be deemed a default under this Note.

The proceeds of the loan represented by this Note may be paid to any one of the undersigned as the authorized agent for each and all of the undersigned.

If any term or provision of this Note, or any portion of any such term or provision, shall be held invalid or against public policy, or if the application of the same to any person or circumstance is held invalid or against public policy, then, the remainder of this Note (or the remainder of such term or provision) and the application thereof to other persons or circumstances shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law. No trustee, beneficiary, stockholder, director, officer or employee of the holder shall have any personal liability to Maker.

All rights and obligations hereunder shall be governed by the laws of the Commonwealth of Massachusetts and this Note is executed as and shall have the effect of a sealed instrument. Notwithstanding any provision herein or in any instrument now or hereafter securing this Note, the total liability for payments in the nature of interest shall not exceed the limitations now imposed by the applicable laws of the state whose laws are controlling on the subject as shall be determined by final order of a court of competent jurisdiction. The Maker hereby submits to the jurisdiction of the courts of the Commonwealth of Massachusetts for all matters in connection herewith as well as for all purposes in connection with any other relationship between the undersigned and the Lender and agrees that service of process may be effected by certified mail.


THE UNDERSIGNED DOES HEREBY ATTEST, CERTIFY, REPRESENT, WARRANT AND COVENANT THAT NEITHER THE PREMISES NOR ANY PORTION THEREOF DESCRIBED IN ANY MORTGAGE SECURING THIS NOTE ARE USED OR ARE INTENDED TO BE USED BY THE UNDERSIGNED OR BY ANY PERSON LIABLE HEREUNDER AS A DWELLING, OR AS A HOME, AND THAT THE PROCEEDS OF THIS TRANSACTION ARE SOLELY TO BE USED FOR COMMERCIAL AND BUSINESS PURPOSES AND NOT FOR AGRICULTURAL OR CONSUMER PURPOSES, AND THE UNDERSIGNED ACKNOWLEDGES THAT THIS ATTESTATION, CERTIFICATION, REPRESENTATION, WARRANTY AND COVENANT HAS BEEN RELIED UPON BY THE HOLDER HEREOF.

IN WITNESS WHEREOF, the said SISTERHOOD ON THE MOVE, INC. has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Charles Cobb, its President, this 27th day of June, 2018.

Witness:



SISTERHOOD ON THE MOVE,
INC.

By: 
Charles Cobb, President

Secured by a first mortgage on:
63 Mulberry Street, Springfield, Hampden County, Massachusetts

LOAN NUMBER: 

ALLONGE TO NOTE

LOAN NUMBER:



NOTE DATE:

June 27, 2018

BORROWER:

Sisterhood on the Move, Inc.

ORIGINAL LOAN AMOUNT:

\$250,000.00

PAY TO THE ORDER OF _____, without
recourse, representation, or warranty, express or implied.

Triumph Capital Partners, LLC
A Delaware limited liability company

By: Triumph Capital Partners, Inc
Its: Managing Member

Name: Oliver Austria
Title: President

EXHIBIT B

Mortgage

MORTGAGE

LOAN NUMBER: [REDACTED]

KNOW ALL MEN BY THESE PRESENTS THAT **SISTERHOOD ON THE MOVE, INC.**, a corporation established under the laws of the Commonwealth of Massachusetts with a mailing address of 47 Orlando Street, Mattapan, Massachusetts 02126, hereinafter called the "Mortgagor", for consideration paid, hereby grants to **TRIUMPH CAPITAL PARTNERS, LLC**, a limited liability company established under the laws of the State of Delaware, with an address of 155 S. Highway 101, Suite 7, Solana Beach, California 92075, hereinafter called the "Mortgagee", with MORTGAGE COVENANTS, to secure the payment of an indebtedness in the principal sum of **Two Hundred Fifty Thousand and 00/100 (\$250,000.00) Dollars**; with interest and any other charges thereon, as evidenced by a Note ("Note") from the Mortgagor to the Mortgagee of even date herewith, payable at the times, in the manner and with interest all as provided in said Note, and to secure the performance of all covenants and agreements of the Mortgagor contained herein and in said Note, the land and premises, known as and numbered **63 Mulberry Street, Springfield, Hampden County, Massachusetts**, more particularly described in Exhibit "A" attached hereto and made a part hereof, with the benefit of and subject to any matters therein set forth, together with the buildings and improvements now or hereafter erected thereon and all and singular the tenements, hereditaments and appurtenances thereunto belonging (hereinafter referred to as the "Property"), and to secure the payment of any and all obligations of the Mortgagor to the Mortgagee as evidenced by one or more existing Notes, and also to secure the payment of all other indebtedness of the Mortgagor to the Mortgagee hereinafter arising as provided in the Note or Notes given therefor.

THIS MORTGAGE SECURES A CONSTRUCTION LOAN AND EACH FUTURE ADVANCE SHALL BE SECURED BY THIS MORTGAGE TO THE SAME EXTENT AS IF SAID ADVANCE HAD BEEN MADE ON THE DATE OF RECORDING OF THIS MORTGAGE.

The Mortgagor covenants and agrees with the said Mortgagee, its successors and assigns as follows:

1. That the Mortgagor is lawfully seized in fee simple of the Property, and has good right, full power and lawful authority to mortgage the same in the manner aforesaid; that the Property is free and clear of all encumbrances except for those recited in Schedule "A" and that the Mortgagor will make any further assurances of title that the Mortgagee may require.

2. To pay the Note hereby secured and interest thereon as the same shall become due and payable and also any other indebtedness that may accrue to the Mortgagee under the terms of the Note or this Mortgage.

3. That the Mortgagor will protect and maintain or cause to be maintained in good order, repair and condition at all times the Property, including without limitation, the buildings and structures now standing or hereafter erected thereon, and any additions and improvements thereto, and the utility services, the parking areas and access road, damage from casualty expressly not excepted.

4. To carry with respect to the Property and its use such insurance as the Mortgagee may from time to time require and as may from time to time be required by any applicable Federal, State or local law, or regulation; and all insurance (with evidence of payment of premiums thereon satisfactory to the Mortgagee) so required to be maintained, together with any other insurance with respect to the Property maintained by the Mortgagor, shall be deposited with, and, except for public liability coverage and any other coverage the Mortgagee may determine shall not be payable to it in case of loss, shall be first payable in case of loss to the Mortgagee; all renewals or replacements of such insurance from time to time in force together with evidence of payment of premiums thereon satisfactory to the Mortgagee shall be delivered to the Mortgagee 10 days at least before the expiration date of the then current insurance; all insurance required as aforesaid to be maintained with respect to the Property shall be written by such companies, on such terms, in such form and for such periods and amounts as the Mortgagee shall from time to time approve; and no settlement on account of any loss covered by such insurance shall be effected without the consent of the Mortgagee.

5. The Mortgagor covenants that if the premises covered hereby, or any part hereof, shall be damaged by fire or other hazard against which insurance is held as herein provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee and, at the Mortgagee's option, may be applied by the Mortgagee in any one or more of the following ways (1) apply the same or any part thereof upon the indebtedness secured hereby, whether such indebtedness then be matured or unmatured, (2) use or permit the use of the same or any part thereof to fulfill any of the covenants contained herein as the Mortgagee may determine, (3) use or permit the use of the same or any part thereof to replace or restore the Property to a condition satisfactory to the Mortgagee, or (4) release the same to the Mortgagor; and the Mortgagor thereby grants to the Mortgagee, in the event of foreclosure, full authority as attorney irrevocable of the Mortgagor to cancel such insurance and retain the return premiums thereof.

6. Any and all awards made by any public or quasi-public authorities on account of any condemnation for public use of or injury to the Property, are hereby assigned to the Mortgagee, and the Mortgagee, at its option, is hereby authorized, directed and empowered to collect and receive the proceeds of any such award and awards from the authorities making the same and to give proper receipts and acquittances

therefor, and may, at the Mortgagee's election, use such proceeds in any one or more of the following ways: (1) apply the same or any part thereof upon the indebtedness secured hereby, whether such indebtedness then be matured or unmatured, (2) use or permit the use of the same or any part thereof to fulfill any of the covenants contained herein as the Mortgagee may determine, (3) use or permit the use of the same or any part thereof to replace or restore the Property to a condition satisfactory to the Mortgagee, or (4) release the same to the Mortgagor; and the Mortgagor hereby covenants and agrees to and with the Mortgagee, upon request by the Mortgagee, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning any such award to the Mortgagee free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

7. That the Mortgagor will not commit or suffer any strip or waste of the Property or any violation of any law, (including, without limitation, environmental laws) regulation or ordinance affecting the Property and will not commit or suffer any demolition, removal or material alteration of any of the buildings or improvements on the Property without the written consent of the Mortgagee, and will not violate nor suffer the violation of any restrictions, covenants or agreements, if any, of record affecting the Property.

8. To pay before the last day on which the same may be paid without interest, penalty, premium or default, all taxes, assessments and charges of every nature and to whomever assessed that may now or hereafter be levied or assessed, or which by reason of non-payment become a lien upon the Property or any part thereof, upon the rents, issues, income or profits thereof, or upon the lien or estate created hereby, whether any or all of said taxes, assessments or charges be levied directly or indirectly or as excise taxes or as income taxes; and to thereupon submit to the Mortgagee such evidence of the due and punctual payment of such taxes, assessments, and charges as the Mortgagee may require; and also to pay all taxes, assessments or charges which may be levied on the indebtedness secured hereby, or the interest thereon.

9. To pay all sums, the failure to pay which may result in the acquisition of a lien prior to the lien of this Mortgage, before such prior lien may attach.

10. That if the Mortgagor shall neglect or refuse to keep in good repair the Property, to replace the same as herein agreed, to maintain and pay the premiums for insurance which may be required under paragraph 4 or to pay and discharge all taxes of whatsoever nature, assessments and charges of every nature and to whomever assessed, as provided for in paragraph 8, to pay the sums required by it to be paid in paragraph 9, above, to pay any balance due under any conditional agreement of sale on any articles or fixtures included as a part of the Property, to pay for the assessment and removal of oil or hazardous materials or to pay any other sums required herein to be paid by it, the Mortgagee may, at its election, cause such repairs or replacements to be made, obtain such insurance or pay said taxes, assessments, charges and sums, and any amounts paid

as a result thereof, together with interest thereon from the date of payment at the rate provided for in the Note, shall be immediately due and payable by the Mortgagor to the Mortgagee, and until paid shall be added and become a part of said principal debt secured hereby, and the same may be collected as a part of said principal debt in any suit hereon or upon the Note; but no such advance shall be deemed to relieve the Mortgagor from any default hereunder or impair any right or remedy arising therefrom.

11. That, if required by the Mortgagee, the Mortgagor will deposit with the Mortgagee, on each day when any payment under the Note is required to be made, a sum determined by the Mortgagee to be sufficient to provide, in the aggregate, a fund adequate to pay any taxes, charges, sewer use fees, water rates, ground rents, assessments of every name and nature and any other obligation which may have or acquire priority over this Mortgage and which are assessed or payable with reference to the Property, at least 10 days before the same become delinquent or accrue interest or penalty (for purposes of this Mortgage, said sum shall equal 1/12th of the above-referenced charges and assessments); and whenever the Mortgagee determines the sums accumulated under the provisions of this paragraph 11 to be insufficient to meet the obligation for which such deposits were made, the Mortgagor shall pay, on the demand of the Mortgagee, any amount required to cover the deficiency therein; every deposit may, at the option of the Mortgagee, be applied directly against the obligation with reference to which it was made, or, to the fullest extent permissible according to law, any other obligation of the Mortgagor secured hereby; such deposits may be commingled with other assets of the Mortgagee and, in the discretion of the Mortgagee, invested by the Mortgagee for its own account without any obligation to pay income from such investment, or interest on such deposits to Mortgagor, or to account to Mortgagor for such income in any manner.

12. That the Mortgagor will deliver to the Mortgagee, upon request, a statement of annual income and expenses, in detail reasonably satisfactory to the Mortgagee, in connection with the Property within ninety (90) days after the expiration of the Mortgagor's fiscal year, certified to by the Mortgagor (if an individual, partnership or trust, otherwise by its chief financial officer).

13. That if any action or proceeding be commenced, excepting an action to foreclose this Mortgage or to collect the debt hereby secured, to which action or proceeding the holder of this Mortgage is made a party by reason of the execution of the Mortgage or the Note which it secures, or in which it becomes necessary in Mortgagee's opinion to defend the lien of this Mortgage, or the value of the Property secured hereby, all sums paid by the Mortgagor, together with interest thereon from date of payment at the rate provided for in the Note, and any such sum and the interest thereon shall be immediately due and payable and be secured hereby, having the benefit of the lien hereby created, as a part thereof, and of its priority.

14. The Mortgagor hereby assigns, transfers, and sets over to the Mortgagee, as collateral security for the indebtedness evidenced by the Note and secured by this Mortgage, any and all leases and sums of money now due or hereafter becoming due

from the leasing, letting or other use of the Property, said money to be collected by the Mortgagor so long as there is no default in the making of any payment or in the performance of any conditions or covenants in the Note or this Mortgage. The Mortgagor agrees that written notice of such default by the Mortgagee to any lessee, tenant or occupant of the Property shall authorize and require said lessee, tenant or occupant to pay all rents or other sums of money then due, and due thereafter, directly to the Mortgagee, until further notice by the Mortgagee. The Mortgagor further agrees that, in the event of any such default, it will not assign, alter or amend, and that it will not assent to the assignment, alteration or amendment of, any lease in connection with the Property without the written consent of the Mortgagee. Mortgagor agrees, on demand by Mortgagee, to submit to Mortgagee for inspection all leases relating to the Property. The Mortgagee shall have the right, by the execution of suitable written instruments from time to time, to subordinate this Mortgage, and these rights of the Mortgagee hereunder, to any lease or leases from time to time in force with reference to the Property, and on the execution of any such instrument, this Mortgage shall be subordinate to the lease from which such subordination is applicable with the same force and effect as if such lease had been executed and delivered, and a notice thereof recorded to the extent required to give notice to third persons, prior to the execution, delivery and recording of this Mortgage.

15. That the Mortgagor shall not cancel any of the leases now or hereafter assigned to the Mortgagee pursuant to paragraph 14 above, nor terminate or accept a surrender thereof or reduce the payment of the rent thereunder or modify any of said leases or accept any prepayment of rent therein without first obtaining, on each occasion, the written approval of the Mortgagee.

16. To faithfully keep and perform all of the obligations of the landlord under all of the leases now or hereafter assigned to the Mortgagee pursuant to paragraph 14 above and to permit to accrue to any tenant under any such lease any right to prepaid rent pursuant to the terms of any lease other than the usual prepayment of rent as would result from the acceptance on the first day of each month of the rent for such month, according to the terms of the various leases.

17. That the Mortgagor will not acquire any fixtures or equipment subject to any security interest, conditional sale, title retention arrangement or other charge or lien taking precedence over the lien hereof.

18. That if any law is hereafter passed by the United States of America or the Commonwealth of Massachusetts deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for Federal, State or local purposes, or the manner of collection of any such taxes, so as to affect adversely and materially the rights of the holder of this Mortgage notwithstanding compliance by the Mortgagor with all other provisions hereof, then the whole of the indebtedness hereby secured shall, at the election of the holder of this Mortgage, become due and payable ninety (90) days after written notice of the Mortgagor requiring payment of the mortgage debt, and it is hereby

agreed that if such notice be given, the said debt shall become due, payable and collectible at the expiration of said ninety (90) days; provided, however, that such requirement of payment shall be ineffective if the Mortgagor is permitted by law to pay the whole of such tax in addition to all other payments hereunder, without any penalty thereby accruing to the Mortgagee, and if the Mortgagor does pay such tax prior to the date upon which payment is required by Mortgagee's said notice.

19. That the Mortgagee may enter the Property at any reasonable time upon reasonable notice to inspect the Property and to determine whether the Mortgagor is in compliance with its obligations under this Mortgage.

20. That upon any default in the payment of the indebtedness hereby secured, or of any installment thereof, or in the payment of the taxes, assessments or charges aforesaid, or if strip or waste be permitted from the Property without the written consent of the Mortgagee, or if the Mortgagee shall have granted its consent in writing to the creation by the Mortgagor of a mortgage subordinate in lien to the lien of the Mortgage, at the date hereof or subsequent thereto, and if there occurs any default under any such subordinate mortgage whether or not such default may result in the acceleration of the indebtedness secured thereby, or if there shall occur the commencement of foreclosure or other enforcement proceedings under any such subordinate mortgage, or under any note or other obligation secured by such subordinate mortgage, or if any oil or hazardous waste is discovered at the Property or upon any default in the performance or observance of any other act or thing herein required, or agreed to be done, the entire indebtedness hereby secured shall, subject to the grace period set forth in the Note, thereupon become due and payable and this Mortgage subject to foreclosure, at the option of the Mortgagee. The entire indebtedness secured hereby shall become immediately due, at the option of the Mortgagee, if the Mortgagor creates any encumbrance on the Property, or permits any encumbrance to attach against the Property, without the consent of the Mortgagee, even if such encumbrance is inferior to this Mortgage (except for real estate taxes and assessments until ten (10) days before any delinquency therein, delinquency with reference to such taxes and assessments being herein defined, for the purpose of this Mortgage, as meaning the time when, on the nonpayment thereof, interest or penalties commence to accrue), or if by order of a court of competent jurisdiction a receiver or liquidator or trustee of the Mortgagor shall be appointed and shall not have been discharged within thirty (30) days, or if by decree of such court the Mortgagor shall be adjudicated bankrupt or insolvent, or if a proceeding is filed by or against the Mortgagor under the Federal Bankruptcy Code or any other similar statute applicable to the Mortgagor as now or hereafter in effect, and if such proceeding has been filed against the Mortgagor and shall not be dismissed within forty-five (45) days after such filing, or if such Mortgagor shall institute any proceeding for its dissolution or liquidation, or shall make an assignment or trust mortgage arrangements, so-called, for the benefit of creditors, or shall admit in writing inability to pay his or its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of Mortgagor.

21. That whenever and as long as any default hereunder shall exist, the Mortgagee shall have the right to enter into and take possession of all or any part of the Property and to use, operate, manage and control the same and conduct the business thereof and collect the rents and profits therefrom as the Mortgagee shall deem appropriate. Upon every such entry, the Mortgagee may from time to time at the expense of the Mortgagor (which amount shall be payable by the Mortgagor together with interest thereon from date of payment at the rate provided for in the Note and shall be secured hereby) make all such repairs, replacements, alterations, additions and improvements to the Property as the Mortgagee may deem proper and may exercise all rights and powers of the Mortgagor, either in his name or otherwise as the Mortgagee shall determine. All rents and profits from the Property collected by the Mortgagee shall be applied to pay the expense of holding and operating the Property, or conducting the business thereof, of all maintenance thereof, of all repairs, replacements, alterations, additions, and improvements thereto and to make all payments which the Mortgagee may be required or may elect to make, if any, for taxes, assessments, insurance, and other proper charges upon the Property or any part thereof as well as charges and reasonable compensation for the services of the Mortgagee and of all persons engaged and employed in protecting or preserving the Property or conducting the operation of the Property. The remainder of such rents and profits, if any, shall be applied to the payment of all sums of principal and interest then due to the Mortgagee on the indebtedness secured hereby. If and whenever prior to a foreclosure sale of the Property all arrears of required payments of interest and principal and all sums paid or advanced by the Mortgagee under any provision hereof and the reasonable and proper charges, expenses and liabilities of the Mortgagee, its agents, attorneys and counsel and all other sums then payable hereunder shall be paid or collected out of the Property and all defaults hereunder shall have been cured, the Mortgagee shall surrender to the Mortgagor the possession of the Property and thereupon the Mortgagor and the Mortgagee shall be restored to their former position and rights hereunder in respect to the Property, but no such surrender shall extend to or affect any subsequent default or impair any right consequent thereon. Any excess funds held by the Mortgagee after surrender of the Property shall be returned to the Mortgagor. Provided, however, that in the exercise by the Mortgagee of the rights hereinabove in this paragraph contained, the Mortgagee shall not be required to waive any other rights which it may have acquired by reason of any prior default of the Mortgagor, including but not limited to the right of acceleration and foreclosure, to the end that, unless the Mortgagee so elects, the Mortgagee is not required to cure past defaults with the net proceeds received from the operation of the Property under an exercise of the rights granted in this paragraph but may instead elect to apply such net proceeds to the indebtedness, as accelerated. The rights and remedies of the Mortgagee for any default under this Mortgage or any other instrument are not mutually exclusive, and may be exercised successively or concurrently and from time to time for as long as any default exists, and the failure of the Mortgagee to exercise any such rights in any one or more instances, or the acceptance by the Mortgagee of partial payments of amounts in default secured hereby, shall not constitute a waiver of such default, but such right shall remain continuously in force; and acceleration of maturity, once claimed hereby by the Mortgagee, may, at the Mortgagee's option, be rescinded by written acknowledgement to

that effect without waiving the default or any rights, including the right to accelerate once again, with respect thereto; moreover, the tender and acceptance of partial payment of amounts in default after acceleration, or the commencement of any foreclosure action, shall not in any way affect, rescind or terminate such acceleration of maturity or such foreclosure action. The provisions of this paragraph are supplementary to the rights granted by law to the Mortgagee to enter upon and take possession of the Property or any part thereof for breach of covenant or condition of this Mortgage and to foreclose the same. Anyone dealing with the Mortgagee may rely conclusively upon a certificate by the Mortgagee that any notice of default required by this paragraph was given and that the action required of the Mortgagor to cure the default was not taken or prosecuted as herein provided.

22. That if the Mortgagee, following an event of default on the part of the Mortgagor which remains uncured after any applicable grace period, elects to foreclose this Mortgage under the Statutory Power of Sale contained herein and to thereby sell the Property at public auction, then at any foreclosure sale, any combination or all of the Property or security given to secure the indebtedness secured hereby may be offered for sale for one total price, and the proceeds of such sale accounted for in one account without distinction between the items of security or without assigning to them any proportion of such proceeds, the Mortgagor hereby waiving the application of any doctrine of marshalling; and, in case the Mortgagee, in the exercise of the power of sale herein given, elects to sell in parts or parcels, said sales may be held from time to time, and the power shall not be fully executed until all of the Property not previously sold shall have been sold.

23. That the Mortgagor shall have the right to contest by appropriate legal proceeding, but without cost or expense to the Mortgagee, the validity of any laws, ordinances, orders, rules and regulations affecting the Property if compliance therewith may legally be held in abeyance without the incurring of any charge, lien or liability against the Property, and the Mortgagor may postpone compliance therewith until the final determination of any such proceedings, provided they shall be prosecuted with due diligence and dispatch, and if any lien or charge is incurred, the Mortgagor may, nevertheless, make the contest and delay compliance, provided the Mortgagee is furnished with security, reasonably satisfactory to it against any loss or injury by reason of such noncompliance or delay.

24. That from time to time on the request of the Mortgagee, the Mortgagor shall furnish a written statement, signed and, if requested, acknowledged, setting forth the amount of the indebtedness which the Mortgagor acknowledges to be due on the Note and under this Mortgage, specifying any claims of off-set or defense which the Mortgagor asserts against the indebtedness secured hereby or any obligations to be paid or performed hereunder, and the then state of facts relative to the condition of the Property.

25. That wherever notice, demand or a request may properly be given to the Mortgagor under this Mortgage, the same shall always be sufficient to serve as a notice, demand or request hereunder if in writing and posted in the United States Mail by registered or certified mail, addressed to the Mortgagor at the address given in this Mortgage as the Mortgagor's address or the business address of the Mortgagor last known to the Mortgagee hereof; and any such notice, demand or request shall be treated as having been given upon such deposit in the United States Mail; and a notice so addressed shall always be a sufficient notice, notwithstanding a change in the ownership of the equity of redemption of the Property, whether or not consented to by the Mortgagee; and where more than one person or entity constitutes the Mortgagor, one notice sent to the address given in the Mortgage as the Mortgagor's address, or the last known business address of any one of them, shall constitute sufficient notice to all.

26. That the Mortgagor (if a partnership, trust, corporation or other entity) shall not dissolve or permit its dissolution without the consent of the Mortgagee; nor shall the Mortgagor voluntarily transfer, nor suffer or permit the transfer of, whether by operation of law or otherwise, the legal or equitable interest in the equity of redemption in the Property, or any part thereof; nor shall the Mortgagor suffer the transfer of any equitable or beneficial interest in the Mortgagor, if the Mortgagor is a trust, partnership, corporation or other entity, except as between any Mortgagors; and in the event the ownership of the Property or any part thereof becomes vested in any person or entity other than the Mortgagor, with or without consent, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this Mortgage and the indebtedness and other obligations secured hereby in the same manner as with the Mortgagor, without in any way affecting or discharging the Mortgagor's liability hereunder to the indebtedness or other obligations hereunder secured; and no forbearance on the part of the Mortgagee and no extension of the time for the payment, the performance of any of the obligations of the Mortgagor as set forth herein or other indulgences shall operate to release, discharge, modify, change or affect the liability of the Mortgagor herein, either in whole or in part.

27. If this Mortgage, by its terms, is now, or at any time becomes, subject or subordinate to a prior mortgage, the Mortgagor shall not, without the consent of the Mortgagee, agree to the modification, amendment or extension of the terms or conditions of such prior mortgage or the note or other obligation secured thereby.

28. In case any one or more of the provisions of this Mortgage are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not limit or impair enforcement of any other provision hereof.

29. Mortgagor does hereby sell, assign, transfer and set over unto the Mortgagee all of the Mortgagor's right, title and interest in and to all licenses, permits, and approvals, including but not limited to the contracts, licenses, permits and public approvals necessary to construct, develop and operate the Property. This Assignment shall become operative, at the option of the Mortgagee, upon any default by the Mortgagor under the Promissory Note secured thereby, or the Construction Loan Agreement, if applicable, and shall remain in full force and effect so long as any such default continues.

Mortgagor also authorizes Mortgagee, its employees or agents at its option after such default, to enforce all such contractual rights as may have been assigned hereby, and Mortgagor hereby irrevocably appoints Mortgagee its attorney in fact, coupled with an interest, to do all acts pertaining hereto in its place and stead.

The Mortgagor hereby covenants and warrants to the Mortgagee that neither the Mortgagor nor any previous owner has executed any prior assignment or pledge of the assigned interests or any other rights hereby assigned.

This assignment shall remain in full force and effect as long as the mortgage debt to the Mortgagee remains unpaid in whole or in part.

The provisions of this paragraph shall be binding upon the Mortgagor and the Mortgagor's legal representatives, successors or assigns and shall inure to the benefit of the Mortgagee and its successors or assigns. The word "Mortgagor" shall be construed to mean any one or more persons or parties who are holders of the legal title or equity or redemption to or in the mortgaged premises.

It is understood and agreed that a full and complete payment of the said Promissory Note shall operate as a full and complete release of all the Mortgagee's rights and interest hereunder, and that, after said Promissory Note has been fully satisfied, this paragraph shall be void and of no further effect.

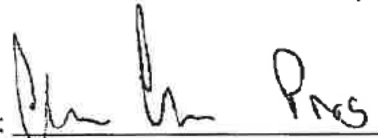
The word "Mortgagor," as used herein, shall mean the party named at the beginning of this instrument as the Mortgagor, and any subsequent owner or owners of the equity of redemption of the Property. The word "Mortgagee," as used herein, shall mean the Mortgagee named at the beginning of this instrument, and any subsequent holder or holders of this Mortgage.

All the covenants and agreements of the Mortgagor herein contained shall constitute covenants running with the land and shall be binding upon the Mortgagor and the successors and assigns of the Mortgagor.

This Mortgage is upon the STATUTORY CONDITION and upon the further condition that all covenants and agreements of the Mortgagor contained herein and in said Note shall be kept and fully performed, for any breach of which, or for any breach of any of the covenants or conditions contained in any prior mortgage or subordinate mortgage (no consent to which is hereby granted or implied), or under the notes or obligations secured thereby, the Mortgagee hereof shall have the STATUTORY POWER OF SALE.

IN WITNESS WHEREOF, the said SISTERHOOD ON THE MOVE, INC. has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Charles Cobb, its President, this 27th day of June, 2018.

SISTERHOOD ON THE MOVE, INC.

By: 
Charles Cobb, President

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

June 27, 2018

On this 27th day of June, 2018, before me, the undersigned notary public, personally appeared Charles Cobb, proved to me through satisfactory evidence of identification, which was a Driver's License, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose as President of SISTERHOOD ON THE MOVE, INC.

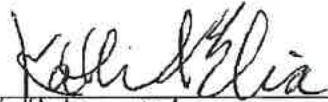

Kathleen A. Elia, Notary Public
My Commission Expires: 5/20/22



EXHIBIT A

63 Mulberry Street, Springfield, Massachusetts

The land with the buildings thereon in Springfield, Hampden County, Massachusetts, on Mulberry Street, opposite School Street, bounded and described as follows:

Beginning at the Northeasterly corner of Mulberry Street at an iron pin and thence running S. 40° E., two hundred thirty-one and 66/100 (231.66) feet by land now or formerly of Homer Foot, Jr. to an iron pin; thence running by land now or formerly of one Townsley, S. 40° W., sixty-six and 66/100 (66.66) feet to an iron pin; thence running N. 40° W., by land now or formerly of William F. Shurtleff and Mrs. Charlotte Warner, two hundred forty-three and 87/100 (243.87) feet to an iron post on the line of Mulberry Street; thence on said line of Mulberry Street, N. 51° E., sixty-six (66) feet to the point of beginning.

Being the same premises conveyed to Mortgagor by Deed recorded with the Hampden County Registry of Deeds herewith.

EXHIBIT C

Assignment of Mortgage



TRIUMPH CAPITAL PARTNERS, LLC
(Assignor)

to

VICTORIA CAPITAL TRUST
(Assignee)

ASSIGNMENT OF MORTGAGE


Dated: As of June 27, 2018
County: Hampden
Location: 63 Mulberry Street, Springfield, MA 01105

UPON RECORDATION RETURN TO:

Polsinelli
900 W 48th Place, Suite 900
Kansas City, Missouri 64112
Attn: Amy Hatch

THIS DOCUMENT WAS PREPARED BY:

Polsinelli
900 W 48th Place, Suite 900
Kansas City, Missouri 64112



ASSIGNMENT OF MORTGAGE

(hereinafter the "Assignment")

In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **TRIUMPH CAPITAL PARTNERS, LLC**, a Delaware limited liability company, having an address at 155 S. Highway 101, Ste. 7, Solana Beach, CA 92075 ("**Assignor**"), does hereby grant, bargain, sell, convey, assign, transfer and set over Victoria Capital Trust, a statutory trust organized and existing under the laws of Delaware, having an address at 15 Maple Street, Second Floor West, Summit, NJ 07901 ("**Assignee**"), without recourse, all of the right, title and interest of Assignor in and to:

1. That certain Mortgage made by SISTERHOOD ON THE MOVE, INC., a corporation formed under the laws of the Commonwealth of Massachusetts, in favor of Assignor, dated June 27, 2018 and recorded on June 28, 2018 in the office of the recorder for Hampden County, Massachusetts in Book 22239, Page 80 ("**Security Instrument**") and covering the premises described on Exhibit A hereto.;
2. The note(s) and/or other agreements evidencing the indebtedness and/or the obligation(s) secured by the Security Instrument; and
3. Any and all other documents and instruments evidencing, securing and/or relating to the indebtedness and/or obligations secured by the Security Instrument.

This Assignment is made without representation, recourse or warranty by Assignor.

[SIGNATURE ON THE FOLLOWING PAGE]



IN WITNESS WHEREOF, the Assignor by its duly authorized officers has caused this Assignment to be duly executed, sealed, acknowledged and delivered.

Effective as of January 15, 2019.

ASSIGNOR:

TRIUMPH CAPITAL PARTNERS, LLC,
a Delaware limited liability company

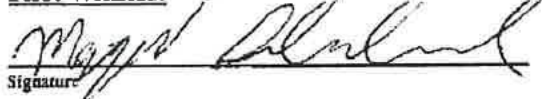
By: 

Name: Oliver Austria

Title: Co-CEO

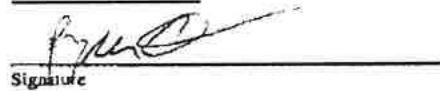
Signed, sealed and delivered in the presence of:

First Witness:


Signature

Majed Akelah
Print Name

Second Witness:


Signature

Brian Arsenault
Print Name



STATE OF California)
) ss.:
COUNTY OF San Diego)

On this 15 day of January, 2019, personally appeared before me
Oliver Austria (name) to me known to be the
____ (title) of **TRIUMPH CAPITAL**
PARTNERS, LLC, and acknowledged the foregoing instrument to be the free and voluntary act
and deed of said limited liability company, for the uses and purposes therein mentioned.

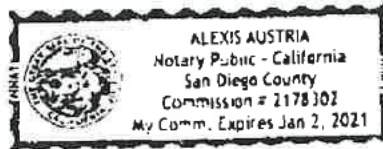
Witness my hand and Notarial Seal subscribed and affixed in said County and State on
the day and year written above in this certificate.

Alex Austria
Notary Public in and for Said County and State
Alex Austria
(Type, print or stamp the Notary's name below her signature.)

My Commission Expires:

01/02/2021

[SEAL]



Order No.: [REDACTED]
Customer No.: 63 Mulberry Street, Springfield, MA

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS INFORMATION REPORT IS DESCRIBED AS FOLLOWS:

THE LAND WITH THE BUILDINGS THEREON IN SPRINGFIELD, HAMPDEN COUNTY,
MASSACHUSETTS, ON MULBERRY STREET, OPPOSITE SCHOOL STREET, BOUNDED AND
DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF MULBERRY STREET AT AN IRON PIN AND
THENCE RUNNING S. 40 DEGREES E., TWO HUNDRED THIRTY-ONE AND 66/100 (231.66) FEET BY
LAND NOW OR FORMERLY OF HOMER FOOT, JR. TO AN IRON PIN; THENCE RUNNING BY LAND
NOW OR FORMERLY OF ONE TOWNSLEY, S. 40 DEGREES W., SIXTY-SIX AND 66/100 (66.66)
FEET TO AN IRON PIN; THENCE RUNNING N. 40 DEGREES W., BY LAND NOW OR FORMERLY OF
WILLIAM F. SHURTLEFF AND MRS. CHARLOTTE WARNER TWO HUNDRED FORTY-THREE AND
87/100 (243.87) FEET TO AN IRON POST ON THE LINE OF MULBERRY STREET; THENCE ON SAID
LINE OF MULBERRY STREET, N. 51 DEGREES E., SIXTY-SIX (66) FEET TO THE POINT OF
BEGINNING.

EXHIBIT D

Court Report

COURT REPORT

Complaint Location:	63 MULBERRY ST	Zone:	Residence A
Date of Re-Inspection:	Tuesday, January 12, 2021	Time:	9am - 4pm
Next Court Appearance:	2/16/21		
Inspector(s):	Colin Hoppie		

Purpose:

SKB 16ENFCP-00558HS -

Insp Time 9am-4pm

- 1) Is the carriage house still boarded and secured to USFA standards?
- 2) Is the main building still boarded and secured to USFA standards?
- 3) Is the property clear of all trash, debris, litter, and overgrowth?

Additional Information:



Photographs



Narrative



Formal Report



Court Attendance Necessary

Inspector Findings:

1. Yes the carriage house is still boarded and secure to USFA Standards
2. No the main building is not still boarded and secured to USFA standards. A wall has been breached at the right rear porch see photo.
3. No the property is not clear of all trash, debris, litter and overgrowth

I Colin Hoppie have found the above report and attachments to be accurate and true, signed under pains and penalties of perjury this 12 day of January.



Old Items

Basement - Housing

Doors Exterior Door To Basement
Doors are Broken/ Missing/Rotted (105.CMR.410.500)

Court Inspection

Court Report Fields 1 carriage house not boarded to USFA standard.(see photo's)
2.Main building not boarded to USFA standards.(see Photo's)
3.Property not free and clear of overgrowth, litter and debris (see photo's)

Dwelling - Housing

Entire Dwelling Condemnation Lifted
(105.CMR.410.700) Inspectors Duty To Classify Violation
(105 CMR 410.500) Owner's Responsibility To Maintain Structural Elements
(105 CMR 410.351) Owner's Installation And Maintenance Responsibilities
(105.CMR.410.500)Walls Peeling/Flaking
(105.CMR.410.500)Ceiling - Peeling/ Flaking/Rusted
(105.CMR.410.351)Exposed wires

There is peeling paint on walls throughout. There water damaged ceilings throughout. There are exposed wires throughout

Dwelling - Housing

Entire Dwelling Smoke Detector(s) Defective and/or Missing - HAZARDOUS. Note:
Referral made to Fire Dept - Owner must contact Springfield Fire Department at 413-787-6410 to obtain a compliance certificate verifying correction of above violations. (105.CMR.410.482) no smoke detector in basement

Means of Egress (105 CMR 410.450) rear egress blocked by caution tape/rear porch structurally unsound

Exterior - Housing

Gutters Gutters are Leaking (105.CMR.410.500)
Gutters are Rotted (105.CMR.410.500)

Exterior - Housing

Masonry Mortar is Missing or Loose on Foundation (105.CMR.410.500)

Exterior - Housing

Other Storm Windows Repair/Replace (105.CMR.410.500) Windows Broken/Missing throughout

Exterior - Housing

Porches Front and Rear Porches
Guardrail Enclosing Every Porch, Balcony, Mezzanine, Landing, Roof or Similar Place is Less Than 36" Minimum Height Requirement (105.CMR.410.503(c))
Guardrail is Missing (105.CMR.410.503(c))

Exterior - Housing

Porches

Front Porch
Ceilings are Rotted (105.CMR.410.500)
Ceiling - Peeling/ Flaking/Rusted (105.CMR.410.500)
Floor is Cracked/Rotted (105.CMR.410.500)
Floor Boards are Loose (105.CMR.410.500)
Floor - Weak/Holes (105.CMR.410.500)
Balusters are Missing/Broken (105.CMR.410.503(d))
Rear Porch
Floor is Cracked/Rotted (105.CMR.410.500)
Floor Boards are Loose (105.CMR.410.500)
Floor - Weak/Holes (105.CMR.410.500)

Exterior - Housing

Railings

Rear Second Floor Porch
Guardrail is Missing (105.CMR.410.503(c)) Stockade Fence being used as rail

No Hand Rails on Stairs (105.CMR.410.503(a)) Right Rear Exterior Stair

Exterior - Housing

Roofing

Fascia Boards are Rotted (105.CMR.410.500)

Exterior - Housing

Siding

Siding Broken / Missing/Rotted (105.CMR.410.500)
Paint Peeling, Remove Loose Paint, Repaint (105.CMR.410.500)

Exterior - Housing

Yard

Litter - Exterior (7.16.120 R/S)
Litter - Public Street Three Feet from Gutter or Curb (7.16.120 (C))
Overgrowth on Parcel of Land (7.16.120 (V))
Yard has piles of trash, furniture, debris and heavy overgrowth. Carriage house has garbage scattered on floor throughout.

Exterior - Housing

Yard

Maintenance of Land (105.CMR.410.602(a))
Yard has overgrowth, with branches protruding onto sidewalk and driveway, there is construction/demolition debris, plastic oil containers, trash, rotted yard waste, miscellaneous debris throughout yard.
Stockade fence is broken, rotted, leaning

Garage-Shed - Housing

Other

Board & Secure (Dept. Regulations attached) (105.CMR.410.500)

Garage-Shed - Housing

Other

CARRIAGE HOUSE IN THE BACK OF THE PROPERTY:
Structural Members are Unsound (105.CMR.410.500)
Owner's Responsibility to Maintain Structural Elements (105.CMR.410.500)
Roof is Leaking (105.CMR.410.500)
Roof is Open to Elements (105.CMR.410.500)
Siding Broken / Missing/Rotted (105.CMR.410.500)
Door Glass Broken (105.CMR.410.500)
Glass is Broken/Missing (105.CMR.410.500)
Gutters, Parts are Missing (105.CMR.410.500)
Gutters are Leaking (105.CMR.410.500)
Gutters are Rotted (105.CMR.410.500)
Paint Peeling, Remove Loose Paint, Repaint (105.CMR.410.500)

NOTE: A REFERRAL HAS BEEN MADE TO THE CITY OF SPRINGFIELD BUILDING DEPARTMENT FOR FURTHER INSPECTION.

New Items

Inspection Attachment



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Inspection Attachment



20210112110148000.jpg

Inspection Attachment



20210112110153000.jpg

Inspection Attachment



20210112110202000.jpg

Inspection Attachment



20210112110207000.jpg

Inspection Attachment



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Inspection Attachment



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Inspection Attachment



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Inspection Attachment



20210112110241000.jpg

EXHIBIT E

Curriculum Vitae

Curriculum Vitae of Gregory A. Gilfoil

3171 US 9 N, #303, Old Bridge, New Jersey 08857

Phone: 973-826-0637 Cell: 201-247-9628

ggilfoil@csgpropertymgmt.com

SUMMARY OF QUALIFICATIONS

A C-Level Real Estate Financial Executive proficient in all types of commercial real estate: hotel, office, retail, multifamily and industrial, who is a talented business advisor and innovative fiscal strategist accomplished in both domestic and international finance and financial management. Has a reputation of being a critical thinker, a tough negotiator, and an outstanding planner who implements with excellent judgment and precision. Ability to relate and communicate on every level, from investor and owner to front-line staff is exceptional. Especially skilled at recruiting and selecting highly qualified, motivated people and building outstanding professional teams.

PROFESSIONAL EXPERIENCE

Professional expertise includes extensive and prodigious knowledge in the following areas: acquisitions, business strategies, banking relationships, capital markets, cash and investment management, complex deal structure, financial management of up to \$15 billion in assets, market trends analysis, multi-unit/multi-state and international operations, managing multi-level staffs of 10 to 100, project debt and equity financing, property underwriting and valuation, systems and policy design and implementation, accounting and financial reporting, budgeting and forecasting, internal control and auditing, human resources and payroll administration, record retention, risk management, tax planning and preparation. Also an expert with leading PMS & MS Office software: YARDI, MRI, Real Page, ARGUS, Excel, Word, and Power Point.

CAREER HISTORY

CSG Properties LLC, Old Bridge, NJ, Real Estate Property Owner/Manager President/CEO Multi-Family, Office, Retail, Industrial, Mixed-Use and Hotel Operations	2010 - Present
RFR Holding LLC, New York, NY, Real Estate Owner/Operator (100+class A commercial properties) Global Chief Financial Officer, US, Europe, Middle East Office, Multi-Family, Hotel and Retail Operations	2008 – 2010
Philips International Holding Corp, New York, NY, Real Estate Owner/Operator (85 retail properties) Director of Acquisitions and Finance Office and Retail Operations	2005 – 2008
Waterfront NY Realty Corp, New York, NY, Real Estate Owner/Operator (office, warehouse, mini-storage) Chief Financial Officer Office and Self-Storage Operations	2002 – 2005
Stellar Management LTD, NY, NY, Real Estate Owner/Operator (130 commercial/residential properties) Chief Financial Officer Multi-Family and Office Operations (8,000 residential tenants; 3M SF office space)	1998 – 2002
CSG Properties, Inc., Woodland Park, NJ, Hospitality Management & Consulting President/CFO Hotel, Resort and Marina Operations (6 hotels & the Lincoln Harbor Marina)	1992 – 1998
Doral Hotels & Resorts Management Corp, New York, NY, Hotel Owner / Operator (9 hotels) Corporate Controller	1988 – 1992

Eugene R. Scanlan Enterprises, Inc., Fort Lee, NJ, Hotel Management and Consulting	1985 – 1988
Chief Financial Officer – Consultant to Golden Nugget Organization, The Plaza Hotel, Bally's Hotels & Casinos, Resorts International, Showboat Hotel & Casino, Sheraton Hotels Corp, and Hilton Hotels Corp; Managed 8 hotels under third party contracts	
 New Hotel Construction & Opening Projects:	 1982 – 1985
Peachtree Sheraton Conference Center, Atlanta, GA - Hotel Controller	
Hilton at Metro Center, Tampa, FL - Hotel Controller	
 Lodging Unlimited, Inc, West Chester, PA, Hotel Management (35 Hotel Properties Nationwide)	 1979 - 1982
Chief Financial Officer	

EDUCATION

West Chester University, West Chester, Pennsylvania, May 1978
Bachelor of Science, Business Administration / Accounting, Magna Cum Laude

REPRESENTATIVE SAMPLE OF PROPERTIES FOR WHICH MR. GILFOIL OR CSG PROPERTIES LLC HAVE SERVED AS COURT-APPOINTED RECEIVER

Hotels:

Days Inn, North Bergen, NJ
Days Inn, S Plainfield, NJ

Commercial Office:

55-59 Chrystie St, New York, NY
494 Broadway, New York, NY

Residential/Multi-family:

18-19 Colts Gait, Colts Neck, NJ
41 Biltmore Estates, Phoenix, AZ
1622 Independence Rd, Collingswood, NJ 2880
2880 Hull Rd, Camden, NJ
1145 Linden St/113-115 N12th St, Allentown, PA
1812-16 Rt 35 N, Sayreville, NJ
88 Mt Carmel Way, Ocean Grove, NJ
100-106 Anderson St, Hackensack, NJ
24 Multifamily Properties, Philadelphia, PA
25 Miller Rd, Mahopac, NY
215 Burgess Place, Passaic, NJ
109-52 123rd Street, South Ozone Park, NY
219 & 223 E Main Street, Tuckerton, NJ
Portfolio of 8 Properties, New Brunswick, NJ
Portfolio of 4 Properties, Franklin, Laconia, Ashland NH
Portfolio of 2 Properties, Columbia, SC
2-4 Webster Av, Jersey City, NJ
Portfolio of 5 Properties, Wilmington/New Castle, DE
Portfolio of 3 Properties, Newark/East Orange, NJ
Portfolio of 6 Properties, Milwaukee, WI

Retail:

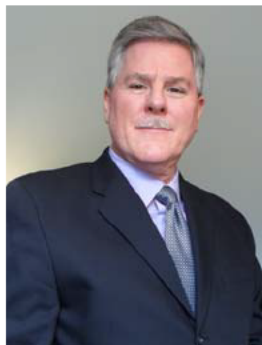
1710 Oak Tree Rd, Edison, NJ
1812-16 Rt 35 N, Sayreville, NJ
Oak Ridge Shopping Ctr, 237 Rt 37 W, Toms River, NJ
109-52 123rd Street, South Ozone Park, NY
464 and 466 New Brunswick Av, Woodbridge, NJ
494 Broadway, New York, NY

Warehouse/Industrial:

2 Wilson Dr, Sparta, NJ
33-35 Washington Av, Washington, NJ
2512 Tiltens Corner Rd, Wall Twp, NJ
360 Crider Av, Moorestown, NJ

EXHIBIT F

Biography



Greg Gilfoil, President/CEO Summary of Qualifications

Greg Gilfoil founded CSG Properties LLC in 1995 to meet the need for quality

property and asset management in the foreclosure, REO and bankruptcy arena.

Greg began his career in 1979 with the court appointed receiver for 3 major hotels in southern New Jersey all managed by a national hotel management company. One year later, he became the CFO of the entire company with oversight responsibilities for some 50 hotel properties nationwide; many of them distressed properties with involuntary ownership.

He continued his hotel career by building and opening 3 new hotel properties in succession: the Hilton Metro Center in Tampa, Florida; the Sheraton Peachtree Conference Center in Atlanta, Georgia; and, the Inn at Mill River in Stamford, Connecticut.

After coming to the Metro New York area, Greg signed on as the CFO with Doral Hotels and Resorts where he had responsibility for some 10 major hotels

located in New York, Chicago, Telluride, Colorado and Miami.

With the collapse of the hotel market in the early 1990's, Greg went back to his roots and served as court appointed receiver for a series of hospitality properties in New Jersey and Texas; most notably, the Houstonian Hotel, Conference and Fitness Center in Houston, which served as then President George H.W. Bush's home in Texas at that time. The New Jersey properties included a 250-room full service hotel, 4 limited service hotels and the Lincoln Harbor Yacht Club of Weehawken, NJ

Next, he joined Stellar Management as CFO where he took responsibility for 8,000 residential units in the City of New York and approximately 3.5 million square feet of office space in the Metro New York Region. Greg put the infrastructure and platform in place on which Stellar grew from these 125 properties to over 200 properties during the 6 years he was in this position.

Greg's career continued to grow when he joined Philips International as CFO and Director of Acquisitions. Over the course the first 2 years with Philips, Greg sourced debt and equity financing for and closed over 65 real estate transactions; mainly retail centers located throughout the continental United States.

Most recently, Greg served as CFO for RFR Holding in New York, a multi-billion dollar global privately owned real estate firm. During his tenure, Greg provided much needed infrastructure setting up financial management and accounting offices in New York, New England, Las Vegas, Miami, Europe and the Middle East. RFR owns Class A Office, High-end Multi-family, World-class Hotel and Retail properties worldwide.

A Magna Cum Laude graduate of West Chester University of Pennsylvania, Greg earned his Bachelor of Business Administration in Accounting in May of 1978.

Greg has served as court appointed receiver for a number of properties in:

Arizona	Connecticut	Delaware
Florida	Maine	Mississippi
New Hampshire	New Jersey	New York
North Carolina	Pennsylvania	South Carolina
Wisconsin		

EXHIBIT G

CSG Properties LLC Brochure



CSG PROPERTIES LLC

HOTEL, RESIDENTIAL, OFFICE & RETAIL

PROPERTY MANAGEMENT

3171 HIGHWAY 9 N, SUITE 303

OLD BRIDGE, NEW JERSEY 08857

(973) 826-0637 (973) 826-0687



CSG Properties LLC was founded in

1995 to provide professional management for distressed properties of all types. From its first assignment to its most recent, CSG has succeeded in maximizing asset value beyond expectations of each property it has managed.

As recently as early 2011, for example, CSG successfully turned around a 250-unit multi-family property by investing a portion of rent collections into the property in critical areas identified by CSG that would assure the lender a successful assignment of the note and mortgage. As a result of CSG's planning and execution, the lender realized a sales price that was 2½ times what they had expected to achieve.

In another case in its history, CSG increased the occupancy of a languishing hotel property from 33% to 97% within a 60 day period while simultaneously raising the average daily rate. Within 10 months after completion of its foreclosure sale where the lender was the successful credit bidder, the property sold for slightly more than twice the value expected at the time of the foreclosure sale.

These are just two of many illustrations of CSG's expertise in managing real estate.

CSG's successes are driven by its unique blend of entrepreneurial spirit and its depth of professional experience. The CSG team employs a no-nonsense approach to its passion for property management. Simply stated, our consistently superior results are testimony that we know what we are doing and we enjoy doing it well!

To learn more about how your portfolio can benefit from CSG's expertise, contact:

Greg Gilfoil
President/CEO
CSG Properties LLC
3171 Hwy 9 N, #303
Old Bridge, NJ 08857
(973) 826-0637
ggilfoil@csgpropertymgmt.com



CSG Properties LLC Professional Services

- Court Appointed Receiver
- Property Management
 - Hotel
 - Office
 - Retail
 - Multi-Family
 - Residential
 - Warehouse/Industrial
- Real Estate Development
- Property Condition Reports
- Construction Project Management
- Asset Management
- Turnaround Management
- Project Estimating and Conceptual Budgeting
- Property Maintenance
- Property Staffing
- Property Budgeting, Accounting and Reporting
- Real Estate Tax Appeals
- Market Assessment, Valuation and Best Use Evaluation
- Real Estate Sales Marketing
- Capital Replacement Reserve Analysis
- Operational Audits
- Forensic Audits
- Expert Testimony and Litigation Support



CSG Properties Company History

Over the course of his career, Greg Gilfoil has successfully managed all types of commercial real estate; including hotels, multi-family residential, commercial office, retail centers, warehouse, and industrial properties. The breadth of his experience runs from managing individual small properties to running multi-billion dollar, global portfolios. He adds great value to each project he manages by simply rolling up his sleeves and running the business the way it should be run, maximizing profits by staying in close touch with the client, ownership, management,

Hotels:

Houstonian Hotel & Conf Ctr, Houston, TX * Days

Inn, North Bergen, NJ *

Days Inn, S Plainfield, NJ *

W Hotel, Miami, FL

Bryant Park Hotel, NY, NY

Hilton at Metro Center, Tampa, FL Sheraton

Peachtree Conference Ctr, Atlanta, GA

Woodbridge Sheraton, Woodbridge, NJ

Holiday Inn, Gloucester, NJ

Residential:

1622 Independence Rd, Collingswood, NJ * 2880

Hull Rd, Mt Ephraim, NJ **

and employees alike. He has a keen sense of marketing prowess which he adeptly uses to capture market share and to attract new clientele, as well. Combined with his grasp of financial management, each of his managed properties generates profits at a pinnacle never before achieved by the property.

CSG Properties was formed in 1995 by Greg to manage several properties in receivership on behalf of a number of prominent lenders, including Home Savings Bank of America, Wells Fargo, Marine Midland Bank and First Union Bank. In all cases, under Greg's careful direction, each property experienced both a considerable increase in

occupancy and a significant rate bump as well. The end result was a sale of the properties at values that were in excess of double their respective values at the time Greg took them on.

Recently, Greg has been personally appointed as rent receiver for some commercial 350+ unit, multi-family residential properties in New Jersey. CSG Properties LLC will be the managing agent for the properties' day-to-day operation.

A selection of properties that Greg Gilfoil or CSG Properties is or has managed::

18-19 Colts Gait, Colts Neck, NJ *

41 Biltmore Estates, Phoenix, AZ *

501 West 110th Street, NY, NY

167 - 175 West 81st St, NY, NY

223 2nd Av, NY, NY

600 West 144th St, NY, NY

Commercial Office:

375 Park Av, NY, NY

390 Park Av, NY, NY

400 Park Av, NY, NY

757 Third Av, NY, NY

275 Madison Av, NY, NY

17 State St, NY, NY

608 Fifth Av, NY, NY

14 Wall St, NY, NY

2 Rector St, NY, NY

Retail:

Miracle Mile Shops, Las Vegas, NV

Miracle Mile Shops, Miami, FL

Sunrise Mall, Massapequa, NY

Allendale Shopping Ctr, Pittsfield, MA

Warehouse/Industrial:

224 12th Av, NY, NY

241 11th Av, NY, NY

14 Maine St, Brunswick, ME

*Projects Managed by CSG Properties

Sampling of Multifamily Properties Managed by the Principals of CSG Properties LLC



Crescent Gardens, West Collingswood, NJ



Gramercy Park Gardens, Mt Ephraim, NJ



223 2nd Avenue, NY, NY



540 Henry St, Brooklyn, NY



50 West 110th, NY, NY



600 West 144th St, NY, NY



601, 605, 609 West 175th Street, NY, NY



Jackson Manor, Queens, NY

Sampling of Hotels Managed by the Principals of CSG Properties LLC



Days Inn Lincoln Tunnel, N Bergen, NJ



Inn at Fox Hollow, Westbury, NY



Peachtree Conference Center, Atlanta, GA



Woodbridge Sheraton, NJ



Hilton at Metro Center, Tampa, FL



Doral Resort & Country Club, Miami, FL



Hyatt Headquarters Hotel, Morristown, NJ



Bryant Park Hotel, New York, NY



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located in New York, Chicago, Telluride, Colorado and Miami.

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A Magna Cum Laude graduate of West Chester University of Pennsylvania, Greg earned his Bachelor of Business Administration in Accounting in May of 1978.

Greg has served as court appointed receiver for a number of properties in:

Arizona	Connecticut	Delaware
Florida	Maine	Mississippi
New Hampshire	New Jersey	New York
North Carolina	Pennsylvania	South Carolina
Wisconsin		



Gregory A. Gilfoil Receivership Appointments:

Docket # F-034327-10

Bank of America v. Crescent Gardens Associates LLC
Crescent Gardens Apartments, 1622 Independence Rd,
Camden, NJ

Hon. Mary Eva Colalillo, P.J., CH

Docket # F-34489-10

Bank of America v. Gramercy Park Garden Associates LLC
Gramercy Park Garden Apartments, 2880 Hull Rd, Camden, NJ

Hon. Mary Eva Colalillo, P.J., CH

Docket # F-17029-10

Deutsche Bank v. Paul Parmjit Parmar
18-19 Colts Gait Lane, Colts Neck, NJ

Hon. Thomas W. Cavanaugh, Jr

Docket # F-001026-11

Wells Fargo Bank v. Joseph F. Trobert et al
2 Wilson Dr, Sparta, NJ

Hon. Deanne M. Wilson

Docket # F-001471-11

Wells Fargo Bank v. Watts Flooring, LLC et al
33-35 Washington Av, Washington, NJ

Hon. Edward M. Coleman

Docket # F-00177-11

PNC Bank, NA v. Jai Shiv Shambhu LLC
1710 Oak Tree Rd, Edison, NJ

Hon. Frank M. Ciuffani

Case No: 2011 C4574

Wells Fargo Bank v. Osiris F. Lopez & Cynthia I Lopez
1145 Linden St/113-115 N12th St, Allentown, PA

Hon. Edward D. Reibman

Docket # F-9657-10

BNB Bank NA v. Fairbanks Resort & Marina, Inc. et al
Fairbanks Resort & Marina 344 Ocean Av, Sea Bright, NJ

Hon. Thomas W. Cavanaugh, Jr

Docket # 1F-005496-13

Flushing Savings Bank v. Italba-06 LLC
1812-16 Rt 35 N, Sayreville, NJ

Hon. Ann McCormick

Docket # 042811-13

Flushing Savings Bank v. Washington Estates, LLC
88 Mt Carmel Way, Ocean Grove, NJ

Hon. Patricia Del Bueno Cleary, P.J., Ch

Docket # F-028776-13

Flushing Savings Bank v. Hackensack Real Estate, Inc.
100-106 Anderson St, Hackensack, NJ

Hon. Menelaos W. Toskos

Case Nos.: 000897; 000903; 000979; 000973

FDIC v. Liberated, Liberated II, Sevensco, Inner City Renaissance
24 Multifamily Properties, Philadelphia, PA

Hon. Leon W. Tucker

Index No. 1338/14

Flushing Savings Bank v. Legend I, LLC et al
25 Miller Rd, Mahopac, NY

Hon. Lewis J Lubell

Docket #: F-005218-14

Flushing Savings Bank v. BCR Oakridge, LLC
Oak Ridge Shopping Center

237 Route 37 West, Toms River, NJ

Hon. Francis R. Hodgson, Jr

Docket # F-19802-14

Two River Community Bank v. MCG Properties, LLC
2512 Tiltens Corner Rd, Wall Twp, NJ

Hon. Patricia Del Bueno Cleary, P.J., Ch

Docket # J-284610-11

BCB Community Bank v 2931 Realty, LLC
The Venice Restaurant, 31 Cottage St, Bayonne, NJ

Hon. Christine M. Vanek, J.S.C.



Gregory A. Gilfoil Receivership Appointments (cont):

Docket # F-042898-14
Flushing Bank v Joseph Reynoso
215 Burgess Place, Passaic, NJ
Hon. Margaret M. McVeigh, P.J. Ch.

Index No. 16826/14
Flushing Bank v Joselito Cruz
109-52 123rd Street, South Ozone Park, NY
Hon. Allan B. Weiss

Docket # F1064-16
Greenwich Investors XLVII v Michael L. Law
Portfolio of 21 Properties, Riverside, NJ
Hon. Paula T Dow, P.J.Ch.

Docket #s F-4120-17; F-4129-17
Two River Community Bank v Floribunda Properties LLC
219 & 223 E Main Street, Tuckerton, NJ
Hon. Francis R, Hodgson, Jr, P.J.Ch.

Docket #s F-026828-16; F-05271-17
New Millennium Bank v Andres & Jenny Minaya
Portfolio of 8 Properties, New Brunswick, NJ
Hon. Ann McCormick, J.S.C.

Docket #s FM-18-344-14; C-67-16
Brito v Brito v Rodrigues v Barbosa & Costa
Special Fiscal Agent for
50-58 Burnett Av, Maplewood, NJ and 218 Mulberry St, Newark, NJ
Hon. Peter J Tober, J.S.C.

Index No. 850165/2018
Wilmington Trust v CTW Realty Corp
55-59 Chrystie St, New York, NY
Hon. Barry R. Ostrager, JSC

Index No. 2018-1711
Wilmington Trust v River City Horizons 2013, LLC
Portfolio of 5 Properties, Binghamton, NY
Hon. Rita Connerton, AJSC

Case No. 217-2017-CV-00637
Wilmington Trust v Real T Properties 1, LLC
Portfolio of 4 Properties, Franklin, Laconia, Ashland NH
Hon. Richard B. McNamara

Case No. 2018-CP-32-00458
Wilmington Trust v Real T Properties 1, LLC
Portfolio of 2 Properties, Columbia, SC
Hon. James O. Spence

Docket No. F- 027856-17
New Millennium Bank v GJN Properties, Inc
464 and 466 New Brunswick Av, Woodbridge, NJ
Hon. Arthur Bergman, JSC

Docket No. F11421-18
Noble Opportunity Fund II, LLC v Crider Avenue Properties, LLC
360 Crider Av, Moorestown, NJ
Hon. Kathi F. Fiamingo, JTC



Gregory A. Gilfoil Receivership Appointments (cont):

Docket No. F-15124-18

Evergreen Real Estate Investments, LLC v Brown 2-4 Webster
Avenue LLC

2-4 Webster Av, Jersey City, NJ
Hon. Jeffrey R. Jablonski, PJCh

C.A. No. 2018-0222 TMR

Wilmington Trust v ParrMar Realty Investments, LLC
Portfolio of 5 Properties, Wilmington/New Castle, DE
Hon. Vice Chancellor Tamika Montgomery-Reeves

Index No. 656807/2019

US Bank N.A. as Trustee for Morgan Stanley, Bank of America Merrill
Lynch Trust v Thor 494 Broadway Partners LLC Jensen 494 LLC, Joseph Sitt
494 Broadway, New York, NY
Hon. Andrea Masley, J.S.C.

Docket No. SWC-F-003054-18

Wilmington Trust v CC Portfolio, LLC
Portfolio of 3 Properties, Newark/East Orange, NJ
Hon. Thomas M. Moore, JSC

Case No. 18-CV-1982/30404

Wilmington Trust v SmartAssets, LLC
Portfolio of 6 Properties, Milwaukee, WI
Hon. Michael O. Bohren



References:

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jules@gllawoffice.com

**COMMONWEALTH OF MASSACHUSETTS
TRIAL COURT**

Hampden, ss:

**HOUSING COURT DEPARTMENT
WESTERN DIVISION
CASE NO. 18-CV-1060**

CITY OF SPRINGFIELD,

Plaintiff,

v.

SISTERHOOD ON THE MOVE, et al.,

Defendants.

ORDER

After hearing on February 16, 2021 at which the plaintiff city and the defendants Bonner and Victoria Capital Trust appeared, the following order shall enter:

1. Victoria Capital Trust's (hereinafter, "the lender") motion is treated as one for authority to take control of the premises and board and secure same is hereby ALLOWED. The initial request that a receiver be appointed is withdrawn by the moving party.

2. The lender shall FORTHWITH hire a local property management company and post the premises with contact information for that property manager.
3. The lender shall ensure that the property is boarded and secured in a manner in accordance with the U.S. Fire Administration.
4. Ms. Bonner's motion to change her mailing address to P.O. Box 5925, Springfield, MA, 01101 is allowed. If and when Ms. Bonner secure alternate living accommodations, she shall update the court and the parties with that new address.
5. The lender shall work with Ms. Bonner to allow her access to the premises to remove some or all of her belongings.
6. Any party can schedule a motion to bring this matter forward.

So entered this 21th day of February, 2021.



Robert Fields, Associate Justice

pm



**821 East Main Street
Chicopee, MA 01020
413-594-2450
License # CS-092236**

Proposal

**CSG Properties MA, LLC
ATTN: Richard Gilfoil
RE: 63 Mulberry St.**

6/22/2021

Project Overview:

- A. Crane Construction Co. proposes to perform a full renovation of the building at 63 Mulberry St in Springfield, MA. This renovation is in response to the condemnation letter dated 10/11/2018 from the City of Springfield to the Owner.

Estimated Project Cost:

- \$1,792,340.00

Scope of Work

- Secure all necessary municipal permits
- Provide all general condition (i.e. sani-can, dumpster, lift equipment, etc.)
- Demo all finishes on the interior and exterior down to framing
- Demo all MEP systems
- Rebuild & repair all exterior walls, sheathing, and porches to code
- Replace all windows and doors
- Install new vinyl siding
- Install new asphalt roofing shingles
- Repair masonry where possible
- Install new MEP systems including but not limited to: new electrical service and distribution, HVAC systems, plumbing, fire alarm, etc.
- Insulate the building to code
- Install all new drywall, tape, and sand as to make ready for paint
- Rebuild stairs and rails to code
- Install all new millwork and hardware including but not limited to: cabinetry, countertops, doors, trim, etc
- Install new hardware as necessary
- Install all finishes including paint, flooring, shelving, etc.
- Clean all affected work areas and haul all excess construction debris off-site
- Present certificate of occupancy

Exclusions:

- Any work not specifically listed above
 - Removal of any hazardous materials
 - Landscaping
 - Fire suppression
 - Driveway or sidewalk work
 - Any/all work in the garage
-

- Engineered or architecturally stamped plans or prints

Owners Responsibilities:

- Access to work area
- Payments as requested
- Selections in a timely manner

THE ABOVE PRICING IS VALID FOR 30 DAYS

Changes to this contract will be in writing prior to work being completed.

Extra work will be requested in writing and billed by the hour @ \$85.00 per hour.

Estimated Start: October 20, 2021

Completion Date: December 31, 2022

ACCEPTANCE OF PROPOSAL -- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified.

Payment will be as outlined above.

Customer Signature

Andrew J Crane

Contractor Signature

Date

6/22/2021

Date

ASSOCIATED BUILDING WRECKERS, INC.

352 Albany Street, Springfield, Massachusetts 01105

Tel: (413) 732-3179/ (800) 448-2822

Fax: (413) 734-6224

www.buildingwreckers.com

AA/EOE

May 19, 2021

Richard Gilfoil
rgilfoil@csgpropertymgmt.com

**RE: 63 Mulberry Street
Springfield MA**

For the sum of \$ 24,900.00, and salvage rights, we offer to demolish the rear carriage house at 63 Mulberry Street in Springfield, Massachusetts.

Associated Building Wreckers work includes:

- 1) Demolition of the rear carriage house and removal of all combustible debris and metals to an approved facility.
- 2) Leaving the rear brick foundation in place to retain the soils along the rear of the site.
- 3) Pushing in the remaining foundations and slant grading the cellar hole with soil on premises.
- 4) Taking out the demolition permit.
- 5) Notifying Dig Safe and arranging for the disconnection of services.
- 6) Furnishing a certificate for demolition general liability and workers compensation insurance, upon request.
- 7) Using water for dust control, as needed via water tanker.

Richard Gilfoil will be responsible for:

- 1) Any service disconnection charges, if any.
- 2) Obtaining any historical permits or special notifications, if required.
- 3) Any repair to asphalt, sidewalk, landscaping, trees, grass or fence damaged during demolition in the work area.
- 4) Any damage to underground services that Dig Safe and/or CSG Properties MA LLC has not made us aware of (including, but not limited to, underground sprinklers, roof drains and septic system).
- 5) Cost associated with any hazardous materials found at the site.
- 6) Making the job accessible to work.
- 7) Removal and disposal of the slab and asphalt driveway.
- 8) Any tree removal from the perimeter of the property.
- 9) A pre-demolition asbestos survey, as required. **(See Option #1)**
- 10) Any fill needed after demolition.
- 11) Disconnection of any water and sewer services if applicable.

Note: The carriage house was built in 1908 and will need to be reviewed by the City of Springfield's Planning and Economic Development Department because the structure is over 100 years old.

Option #1: If awarded the demolition work, we agree to provide a pre-demolition asbestos survey for an additional \$1,200.000.

Option #2: If awarded the demolition job, to cut and remove the trees from the back of the site would add \$10,000.00 to our offer price. The stumps will be left in place in order to keep the fence and rear slope in place.

Sincerely,

ASSOCIATED BUILDING WRECKERS, INC.


Fred VanDerhoof, Project Manager
FV

Jared A Laravee Construction

39 Swol St
Chicopee, MA 01013
(413) 592-2464 (413) 297-2249
License #CS-102286

June 25, 2021

Mr. Richard W. Gilfoil, Member
CSG Properties MA LLC
257 Gilbert Av
Springfield, MA 01119

Re: General Contracting Proposal – 63 Mulberry Street, Springfield. Massachusetts

Dear Mr. Gilfoil,

Herein is our proposal to perform a complete renovation of the main house located at the address captioned above in connection with Civil Action No. 18-CV-1060 (the “Civil Action”), Housing Court, Department of the Trial Court, Commonwealth of Massachusetts, County of Hampden (the “Court”)

Estimated Project Cost - \$1,875,000.00

Scope of Work as provided by Caolo & Bieniek Associates, Inc.

- Secure all necessary municipal permits
- Provide all general condition (i.e. sani-can, dumpster, lift equipment, etc.)
- Demo all finishes on the interior and exterior down to framing
- Demo all MEP systems
- Rebuild & repair all exterior walls, sheathing, and porches to code
- Replace all windows and doors
- Install new vinyl siding
- Install new asphalt roofing shingles
- Repair masonry where possible
- Install new MEP systems including but not limited to: new electrical service and distribution, HVAC systems, plumbing, fire alarm, etc.
- Insulate the building to code
- Install all new drywall, tape, and sand as to make ready for paint
- Rebuild stairs and rails to code
- Install all new millwork and hardware including but not limited to: cabinetry, countertops, doors, trim, etc
- Install new hardware as necessary
- Install all finishes including paint, flooring, shelving, etc.
- Clean all affected work areas and haul all excess construction debris off-site
- Present certificate of occupancy

Richard W. Gilfoil

June 25, 2021

Page 2

Exclusions:

- Any work not specifically listed above
- Removal of any hazardous materials
- Landscaping
- Fire suppression
- Driveway or sidewalk work
- Any/all work in the garage
- Engineered or architecturally stamped plans or prints

Owners Responsibilities:

- Access to work area
- Payments as requested
- Selections in a timely manner

THE ABOVE PRICING IS VALID FOR 45 DAYS

Changes to this contract will be in writing prior to work being completed.

Extra work will be requested in writing and billed by the hour @ \$90.00 per hour.

Estimated Start: October 18, 2021

Completion Date: December 31, 2022

ACCEPTANCE OF PROPOSAL -- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified.

Payment will be based on progress upon certified progress payment requests.

Very truly yours,

Jared A Laravee

Jared A. Laravee

ACCEPTED:

CSG Properties MA LLC

By: Richard W. Gilfoil, Member

Date

34 Front St
Indian Orchard, MA 01151
(413) 301-7318

License # CS-088045



June 29, 2021

Proposal

CSG Properties MA LLC
Mr. Richard W. Gilfoil

Project

Perform a complete renovation of the main house located at the address captioned above in connection with Civil Action No. 18-CV-1060 (the "Civil Action"), Housing Court, Department of the Trial Court, Commonwealth of Massachusetts, County of Hampden (the "Court")

Estimated Project Cost - \$1,815,000.00

Scope of Work as provided by Caolo & Bieniek Associates, Inc.

- Secure all necessary municipal permits
- Provide all general condition (i.e. sani-can, dumpster, lift equipment, etc.)
- Demo all finishes on the interior and exterior down to framing
- Demo all MEP systems
- Rebuild & repair all exterior walls, sheathing, and porches to code
- Replace all windows and doors
- Install new vinyl siding
- Install new asphalt roofing shingles
- Repair masonry where possible
- Install new MEP systems including but not limited to: new electrical service and distribution, HVAC systems, plumbing, fire alarm, etc.
- Insulate the building to code
- Install all new drywall, tape, and sand as to make ready for paint
- Rebuild stairs and rails to code
- Install all new millwork and hardware including but not limited to: cabinetry, countertops, doors, trim, etc
- Install new hardware as necessary
- Install all finishes including paint, flooring, shelving, etc.
- Clean all affected work areas and haul all excess construction debris off-site
- Present certificate of occupancy

Exclusions:

- Any work not specifically listed above
- Removal of any hazardous materials
- Landscaping
- Fire suppression
- Driveway or sidewalk work
- Any/all work in the garage
- Engineered or architecturally stamped plans or prints

Owners Responsibilities:

- Access to work area
- Payments as requested
- Selections in a timely manner

THE ABOVE PRICING IS VALID FOR 60 DAYS

Changes to this contract will be in writing prior to work being completed.

Extra work will be requested in writing and billed by the hour @ \$95.00 per hour.

Estimated Start: October 25, 2021

Completion Date: December 31, 2022

ACCEPTANCE OF PROPOSAL -- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified.

Payment will be based on progress upon certified progress payment requests.

Respectfully submitted,

Jeremy Methe

Jeremy Methe

ACCEPTED:

CSG Properties MA LLC

By: Richard W. Gilfoil, Member

Date