

Bk 22205 Pg 237 #31136  
06-05-2018 @ 03:38p

AFTER RECORDING RETURN TO:  
ASSETS INVESTMENT CO., LLC,  
313 North Montgomery Street,  
San Jose CA 95110

MASSACHUSETTS STATE EXCISE TAX  
HAMPDEN COUNTY REGISTRY OF DEEDS  
Date: 06-05-2018 @ 03:38pm  
Ct1#: 291 Doc#: 31136  
Fee: \$889.20 Cons: \$195,000.00

MAIL TAX STATEMENTS TO:  
ASSETS INVESTMENT CO., LLC,  
313 North Montgomery Street,  
San Jose CA 95110

This document prepared by:  
Charles Zawde  
Princeton Commercial A Holdings  
LLC, 3511 Silverside Rd., Suite 105,  
Wilmington, DE 19810

### SPECIAL WARRANTY DEED

THIS DEED made and entered into on this 1<sup>ST</sup> day of June, 2018, by and between **Princeton Commercial A Holdings LLC, a Delaware limited liability company**, a mailing address of 13511 Silverside Rd. Suite 105, Wilmington DE 19810 hereinafter referred to as Grantor(s) and **ASSETS INVESTMENT CO., LLC**, a mailing address of 313 North Montgomery Street, San Jose CA 95110, hereinafter referred to as Grantee(s).

WITNESSETH: That the said Grantor, for and in consideration of the sum of ONE HUNDRED NINETY FIVE THOUSAND AND 00/100 (\$195,000.00) DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, have this day given, granted, bargained, sold, conveyed and confirmed and do by these presents give, grant, bargain, sell, convey and confirm unto the said Grantee(s) the following described real estate located in Hampden County, MASSACHUSETTS:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, AND LIMITATIONS OF RECORD, IF ANY.

Prior instrument reference: Book 21621, Page 318, Recorded: 03/30/2017

TO HAVE AND TO HOLD the lot or parcel above described together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the said Grantee(s) and unto the heirs, administrators, successors or assigns of the Grantee(s) forever in fee simple.

Grantor hereby warrants to the Grantee(s) that title to the subject real property described herein is the same quality which was received by the Grantor except all vacant building fees and current real estate taxes.

Grantor's warranty is limited solely to matters arising from the acts or omissions of the Grantor occurring solely during the period of the Grantor's ownership of the subject real property. This limited warranty is binding upon the Grantor, its successors and assigns.

345-363 Dargatzis H64064

IN WITNESS WHEREOF, the said Grantor has hereunto set their hand and seal on this 1<sup>st</sup> day of June, 2018.

**Princeton Commercial A Holdings LLC, a Delaware limited liability company**

BY [Signature]

NAME: Matthew Kelly

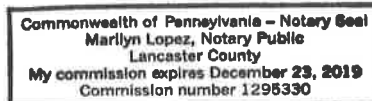
TITLE: Authorized Representative

STATE OF Pennsylvania  
COUNTY OF Lancaster

On this 1<sup>st</sup> day of June, 2018, before me,  
Matthew Timothy Kelly, the undersigned officer, personally appeared  
Matthew Kelly, known to me (or satisfactorily proven) to be the Authorized Representative of Princeton  
Commercial A Holdings LLC, a Delaware limited liability company and whose name(s) is/are  
subscribed to the within instrument bearing date of June 1<sup>st</sup>, 2018 and  
acknowledged that he/she/they has/have executed the same for the purpose therein contained.

In witness whereof, I have hereunto set my hand and official seal.

[Signature]  
Notary Public  
My commission expires: 12/23/19



No title search was performed on the subject property by the preparer. The preparer of this deed makes neither representation as to the status of the title nor property use or any zoning regulations concerning described property herein conveyed nor any matter except the validity of the form of this instrument. Information herein was provided to preparer by Grantor/Grantee and/or their agents; no boundary survey was made at the time of this conveyance.

**EXHIBIT A  
LEGAL DESCRIPTION**

The land with all the buildings and other structures standing thereon, situated in Holyoke, Hampden County, Massachusetts, and bounded and described as follows:

NORTHWESTERLY by Race Street, one hundred seventy-four and sixty-seven one hundredths (174.67) feet;

NORTHEASTERLY by land now or formerly of the United States of America, one hundred twenty-eight and eighty-two one hundredths (128.82) feet;

SOUTHEASTERLY by Main Street, one hundred seventy-four and sixty-two one hundredths (174.62) feet;

SOUTHWESTERLY by Dwight Street, one hundred sixty-two (162) feet.

Subject to and together with Boundary Line Agreement dated September 14, 2005 and recorded in Hampden County Registry of Deeds in Book 15336, Page 115

This conveyance is not a transfer of all or substantially all of the LLC's assets, but is rather a transfer in the ordinary course of business.

Being the same premises conveyed to the grantor herein by Quitclaim Deed recorded with Hampden County Registry of Deeds in Book 21621, Page 318.

Property commonly known as: 345-363 Dwight St, Holyoke MA 01040

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

Bk 22205 Pg 236 #31135  
06-05-2018 @ 03:38p

State Tax Form 290  
Certificate: 14188  
Issuance Date: 02/23/2018

MUNICIPAL LIEN CERTIFICATE  
CITY OF HOLYOKE  
COMMONWEALTH OF MASSACHUSETTS

Requested by ATTY PESKIN

I certify from available information that all taxes, assessments and charges now payable that constitute liens as of the date of this certificate on the parcel of real estate specified in your application received on 02/23/2018 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: 0033-6-000003 345 363 DWIGHT ST

PRINCETON COMMERCIAL A HOLDING	Land area :	0.60 AC
113 BARKSDALE PROF CENTER	Land Value :	27,500
NEWARK DE 19711	Impr Value :	49,200
	Land Use :	0
	Exemptions :	0
	Taxable Value:	76,700

Deed date: 03/30/2017 Book/Page: 21621-318  
Class: 340-OFFICE


FISCAL YEAR	2018	2017	2016
DESCRIPTION			
COMMERCIAL / INDUSTRIAL TAX	\$1,523.26	\$3,046.52	\$ .00
DEMOLITION LIEN	\$ .00	\$6,150.00	\$ .00
TOTAL BILLED:	\$1,523.26	\$9,196.52	\$ .00
Charges/Fees	\$ .00	\$15.00	\$ .00
Abatements/Exemptions	\$ .00	\$ .00	\$ .00
Payments/Credits	-\$761.63	\$ .00	\$ .00
Interest to 02/23/2018	\$60.13	\$504.58	\$ .00
TOTAL BALANCE DUE:	\$821.76	\$9,716.10	\$ .00

NOTE: Actual 2018 taxes not yet issued.

TOTAL TAX INTEREST PER DIEM: \$4.1075

OTHER UNPAID BALANCES:  
Tax Title 2014-2015 \$8,017.80

IF TAX TITLE APPEARS (ABOVE) PLEASE CALL 413-322-5560 FOR AMOUNT DUE.  
UNPAID UTILITY BILLINGS BELOW ARE SENT TO EACH DEPARTMENT BELOW PLEASE DO NOT  
SEND THEM TO THE TAX OFFICE ADDRESS FOR SEWER 63 CANAL ST WATER 20 COMMERCIAL  
ST G&E 99 SUFFOLK ST  
SEWER AS OF WATER AS OF G&E AS OF  
\$0.00 1-20-12 CALL WATER FOR READING CALL G&E FOR READING  
OFF

  
KATHERINE M. JACKOWSKI  
COLLECTOR OF TAXES

DONALD E. ASHE, REGISTER  
HAMPDEN COUNTY REGISTRY OF DEEDS

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

Bk 22205 Pg 240 #31137  
06-05-2018 @ 03:38p

**MORTGAGE**

THIS MORTGAGE is given on May 9TH, 2018

The mortgagor is ASSETS INVESTMENT CO., LLC, 313 North Montgomery Street, San Jose CA ("Borrower").

This Mortgage is given to Princeton Commercial A Holdings, LLC  
address is 3511 Silverside Rd. Suite 105, Wilmington DE 19810 ("Lender").

Borrower owes Lender the principal sum of One Hundred Twenty Five Thousand Dollars  
(\$125,000.00)

This debt is evidenced by Borrower's Demand Promissory  
Note dated the same date as this Mortgage ("Note"), which provides for payment the full debt to  
be made On Demand. This mortgage secures to Lender:(s) the repayment of the debt evidenced  
by the Note, with interest, and all renewals, extensions and modifications of the Note;(b)  
the payment of all other sums, with interest, advanced to protect the security  
of this Security Instrument; and (c) the performance of Borrower's covenants and agreements  
under this Security Instrument and the Note. For this purpose, Borrower does hereby  
mortgage, grant and convey to Lender the following described property:

345-363 Dwight St, Holyoke MA 01040

THIS IS NOT HOMESTEAD PROPERTY AS TO THE MORTGAGOR.

TOGETHER WITH all the improvements now or hereafter erected on the property, and

all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this mortgage. All of the foregoing is referred to in this mortgage as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate and hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS Mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any late charges due under the Note.

2. **Application of Payment.** Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 shall be applied: first, to interest due; and second, to principal due; and last, to any late charges due under the Note.

3. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower; (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

4. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonable withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 6.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If

Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this mortgage, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice form Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this mortgage, whether or not then due. the 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of the payments. If under paragraph 15 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this mortgage immediately prior to the acquisition.

5. **Preservation, Maintenance and Protection of the Property;** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this mortgage or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 14, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this mortgage or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note.

6. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this mortgage, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this mortgage, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so.

7. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection

specifying reasonable cause for the inspection.

8. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this mortgage, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this mortgage whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this mortgage whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of such payments.

9. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this mortgage granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

10. **Successors and Assigns Bound.** The covenants and agreements of this mortgage shall bind and benefit the successors and assigns of Lender and Borrower.

11. **Notices.** Any notice to Borrower provided for in this mortgage shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this mortgage shall be deemed to have been given to Borrower or



Lender when given as provided in this paragraph.

12. **Governing Law; Severability.** This mortgage shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this mortgage and the Note are declared to be severable.

13. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which borrower must pay all sums secured by this mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this mortgage without further notice or demand on Borrower.

**NON-UNIFORM COVENANTS.** Borrower and lender further covenant and agree as follows:

14. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this mortgage. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this mortgage without further demand and may foreclose this mortgage by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 15, including, but not limited to, reasonable attorneys' fees and costs of title evidence.


15. **Release.** Upon payment of all sums secured by this mortgage, Lender shall release this mortgage without charge to Borrower. Borrower shall pay any recordation costs.

16. This Mortgage is upon the **STATUTORY CONDITION** and upon the further condition that all covenants and agreements of Mortgagor, this Mortgage, all other instruments executed in connection therewith and in all other mortgages, debts and obligations of or from Mortgagor to or for the benefit of Mortgagee shall be kept and fully performed, and upon any breach of the same Mortgagee shall have the **STATUTORY POWER OF SALE** and any other powers given by statute.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this mortgage executed by Borrower and recorded with it.

(x)  (Borrower)

Danila Bocani Suva

a)  Manager of

ASSETS INVESTMENT CO., LLC

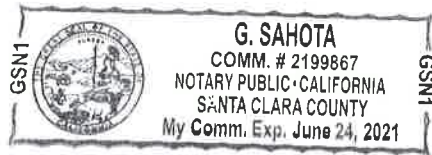
STATE OF California  
 ) SS:  
COUNTY OF Santa Clara

Danilo Bacani Suva, I, the undersigned, a Notary Public in and for said county and state, certify that Danilo Bacani Suva, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 9th day of May 2018.

My Commission expires: June, 24, 2021

G. Sahota  
Notary Public



This document prepared by and return to:

Princeton Commercial A Holdings, LLC  
3511 Silverside Rd., Suite 105,  
Wilmington DE 19810

## EXHIBIT A

The land with all the buildings and other structures standing thereon, situated in Holyoke, Hampden County, Massachusetts, and bounded and described as follows:

- NORTHWESTERLY: by Race Street, one hundred seventy-four and sixty-seven one hundredths (174.67) feet;
- NORTHEASTERLY: by land now or formerly of the United states of America one hundred twenty-eight and eighty-two one hundredths (128.82) feet;
- SOUTHEASTERLY: by Main Street, one hundred seventy-four and sixty-two one hundredths (174.62) feet;
- SOUTHWESTERLY: by Dwight Street, one hundred sixty-two (162) feet.

Subject to and together with a Boundary Line Agreement dated September 14, 2005 and recorded in the Hampden County Registry of Deeds in Book 15336, Page 115.

Being the same premises conveyed to the mortgagor herein by deed recorded immediately prior hereto.

DONALD E. ASHE, REGISTER  
HAMPDEN COUNTY REGISTRY OF DEEDS