



2010 00011218

Bk: 45417 Pg: 344

Page: 1 of 7 02/01/2010 02:17 PM WD

MASSACHUSETTS EXCISE TAX
 Worcester District ROD #20 001
 Date: 02/01/2010 02:17 PM
 Ctrl# 091292 01720 Doc# 00011218
 Fee: \$2,052.00 Cons: \$450,000.00

FORECLOSURE DEED

JOHN D. GANNETT, JR. and UTE D. GANNETT, both of Mendon, Massachusetts

holders of a mortgage from NORMAN LESTER COX

to Greenleaf Financial Services Inc., dated May 29, 1998 and recorded at Worcester District Registry of Deeds in Book 20010, Page 17

as assigned to John D. Gannett, Jr. and Ute D. Gannett by Assignment of Mortgage dated November 4, 2004, recorded with said Deeds in Book 35019, Page 64,

by the power conferred by said mortgage and every other power, for Four Hundred Fifty Thousand and 00/100 (\$450,000.00) Dollars

paid, grants to F&D Central Realty Corporation, Inc., a Massachusetts corporation having a usual place of business at 189 Main Street, 2nd Floor, Milford, Massachusetts 01757.

the premises conveyed by said mortgage, described as follows:

The land with the buildings thereon situated at: (1) 34 George Street, Mendon, MA (2) Lot #28, Neckhill Road, Mendon, MA

Bounded and described as follows:

The land in Mendon, being three (3) parcels of land, together with buildings thereon, situated in Mendon, Ma., and being a portion of the premises described in deed of Louise P. Griffith to Arthur V. Pond et als; said deed dated May 20, 1940, and recorded with the Worcester Registry of Deeds in Book 2775, Page 472.

PARCEL 1 being a portion of the first parcel recited in Book 2775,

Return

CONSIGLI AND BRUCATO P.C.
 ATTORNEYS AT LAW
 189 MAIN STREET
 POST OFFICE BOX 170
 MILFORD, MASSACHUSETTS 01757-0170

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Page 472 is situated in said Mendon and is located on the easterly side of George Street.

PARCEL 2 being a portion of the second parcel in Book 2775, Page 472 is situated in said Mendon on the northerly side of the Old Boston and Hartford Turnpike.

PARCEL 3 the THIRD parcel of land, known as the "homesite" in Book 2775, Page 472, has also been conveyed in part to the above named mortgagor. Parcel 3 is subject to any reservations, easements, or privileges of record, if any there be now existing, especially those mentioned in deed of Naum Gaskill to John S. Gaskill, said deed dated March 23, 1840, and recorded with the Worcester District Registry of Deeds Book 350, Page 513.

The third parcel in this mortgage is a portion of the last parcel described in Book 2775, Page 472.

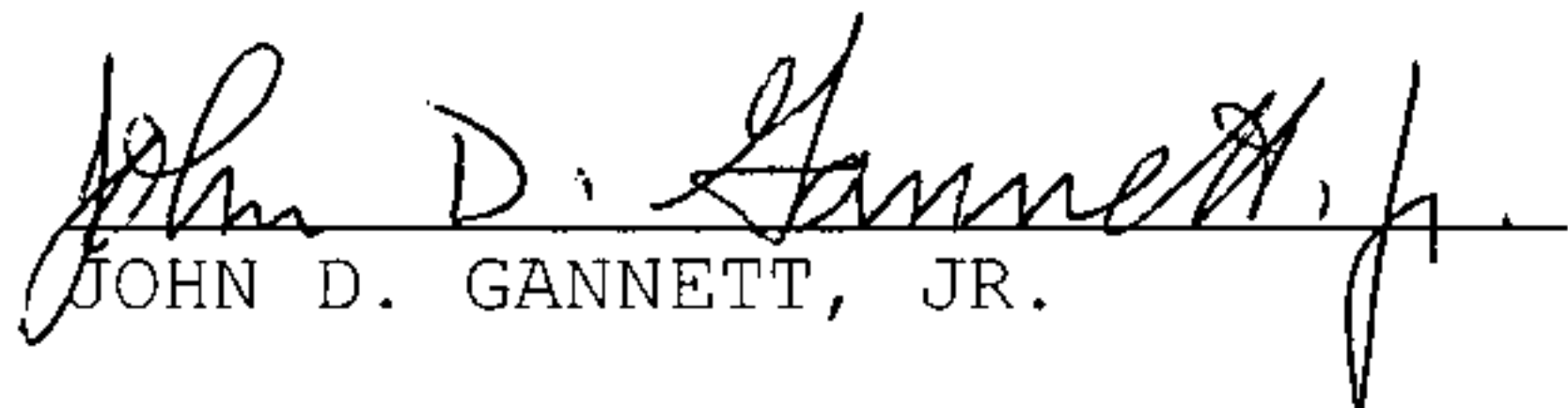
EXCEPTING from the above described premises, Lot #44 in Plan Book 524, Plan 4 as described in deed recorded with said Deeds, Book 8345, Page 121.

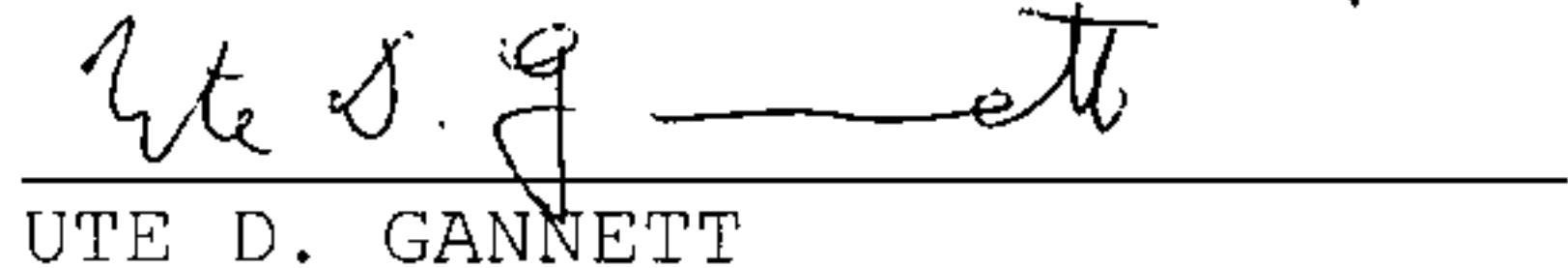
EXCEPTING from the above described premises property as described in deed dated April 22, 1994 and recorded with said Deeds in Book 16226, Page 118.

Also excepting any other conveyance appearing of record.

BEING ALL AND THE SAME PREMISES conveyed by deed of Anna H. Pond dated August 6, 1964 and recorded with said Deeds, Book 4489, Pages 124 and 126; and as described in the aforementioned Mortgage.

Executed as a sealed instrument this 29th day of January, 2010.

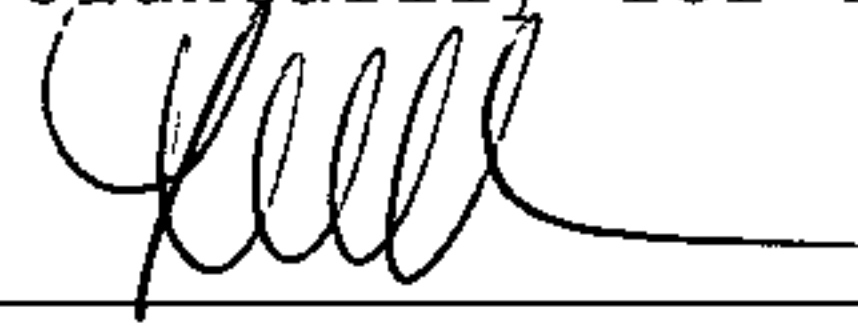

JOHN D. GANNETT, JR.


UTE D. GANNETT

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

On this 29th day of January 2010, before me, the undersigned notary public, personally appeared JOHN D. GANNETT, JR., proved to me through satisfactory identification which (personally known), to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

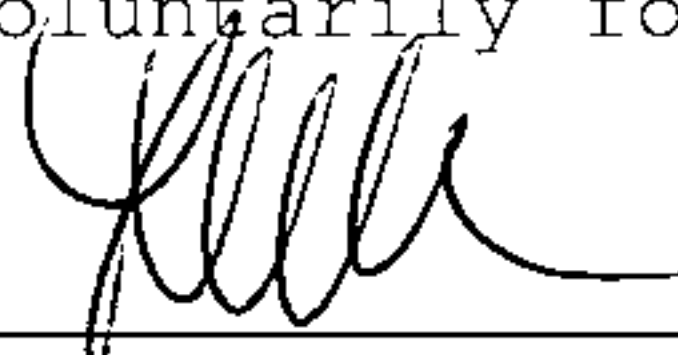


NOTARY PUBLIC: Laura A. Mann
MY COMMISSION EXPIRES: 7-19-13

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

On this 29th day of January 2010, before me, the undersigned notary public, personally appeared UTE D. GANNETT, proved to me through satisfactory identification which (personally known), to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose.



NOTARY PUBLIC: Laura A. Mann
MY COMMISSION EXPIRES: 7-19-13

AFFIDAVIT

JOHN D. GANNETT, JR. and UTE D. GANNETT, Mortgagee named in the foregoing deed, make oath and say that the principal and interest and obligations

mentioned in the mortgage above referred to were not paid or tendered or performed when due or prior to the sale, and that they published on November 23, 2009, November 30, 2009 and December 7, 2009 in the Milford Daily News,

being a newspaper published or by its title page purporting to be published in Framingham and having a general circulation in Mendon, Massachusetts, a notice of which the following is a true copy

(See Exhibit A)

I also complied with MGLA c244 §14 as amended by mailing the required notices certified mail, return receipt requested to all parties as required.

Pursuant to said notice at the time and place therein appointed, we sold the mortgaged premises at public auction by Paul Zekos, an auctioneer, to F&D Central Realty Corporation, Inc.,

above named, for Four Hundred Fifty Thousand and 00/100 (\$450,000.00) dollars

bid by Domingos Afonso, being the highest bid made therefore at said auction, said bid being assigned to F&D Central Realty Corporation, Inc. by assignment of bid attached hereto, as Exhibit "B"

Executed as a sealed instrument this 29th day of January, 2010.

John D. Gannett, Jr.
JOHN D. GANNETT, JR.

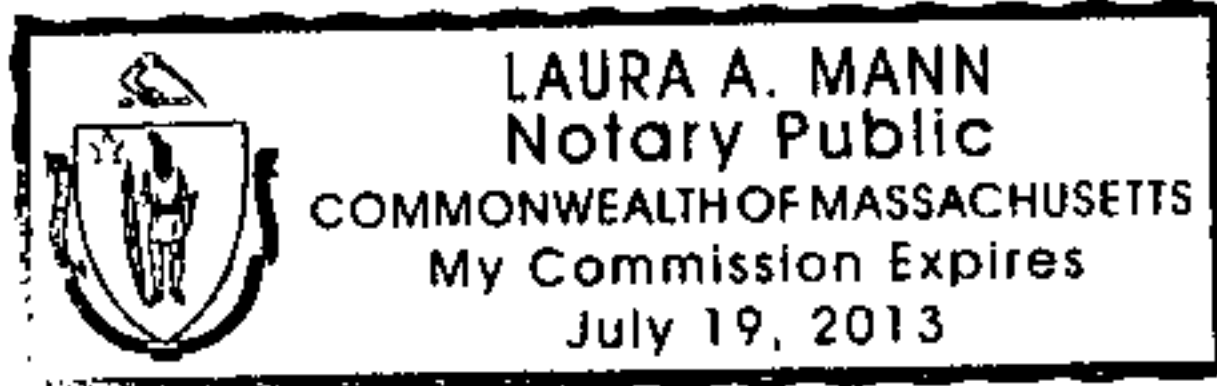
Ute D. Gannett
UTE D. GANNETT

34 GEORGE ST. & LOT 28 Neck Hill Rd, Mendon

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

On this 29th day of January 2010, before me, the undersigned notary public, personally appeared JOHN D. GANNETT, JR., proved to me through satisfactory identification which (personally known), to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

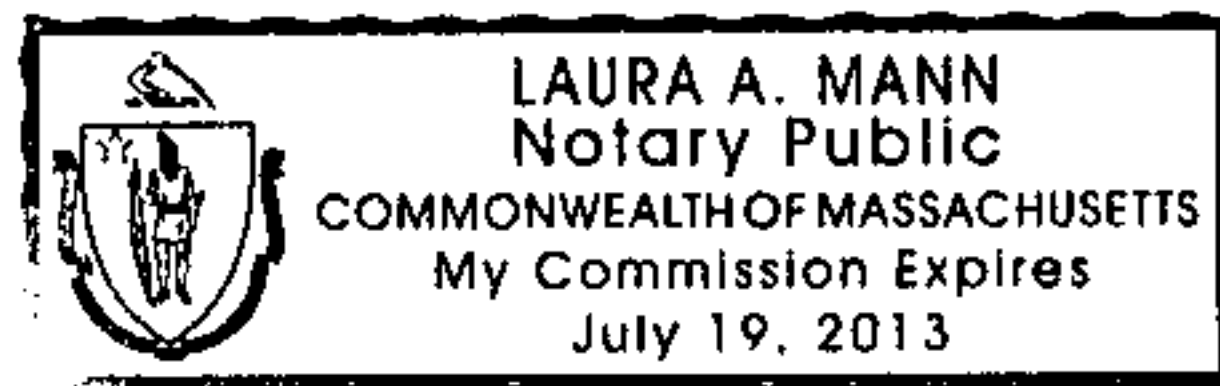



 NOTARY PUBLIC: Laura A. Mann
 MY COMMISSION EXPIRES:

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

On this 29th day of January 2010, before me, the undersigned notary public, personally appeared UTE D. GANNETT, proved to me through satisfactory identification which (personally known), to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose.




 NOTARY PUBLIC: Laura A. Mann
 MY COMMISSION EXPIRES:

EXHIBIT A

34 GEORGE ST.

**LEGAL NOTICE
MORTGAGEE'S SALE OF REAL ESTATE**

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Norman Lester Cox to Greenleaf Financial Services Inc., dated May 29, 1998 and recorded at Worcester District Registry of Deeds in Book 20010, Page 17, as assigned to John D. Gannett, Jr. and Ute D. Gannett by Assignment of Mortgage dated November 4, 2004, recorded with said Deeds in Book 35019, Page 64, of which mortgage the undersigned is the present holder, for breach of the conditions contained in said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 10:00 a.m. on Thursday, December 17, 2009, upon the mortgaged premises located at 34 George Street, and Lot #28 Neckhill Road, in Mendon, Worcester County, Massachusetts, and such other land as described in said mortgage, being all and singular the premises described in said mortgage, To Wit:

"The land with the buildings thereon situated at: (1) 34 George Street, Mendon, MA (2) Lot #28, Neckhill Road, Mendon, MA

Bounded and described as follows:

The land in Mendon, being three (3) parcels of land, together with buildings thereon, situated in Mendon, Ma., and being a portion of the premises described in deed of Louise P. Griffith to Arthur V. Pond et als; said deed dated May 20, 1940, and recorded with the Worcester Registry of Deeds in Book 2775, Page 472.

PARCEL 1 being a portion of the first parcel recited in Book 2775, Page 472 is situated in said Mendon and is located on the easterly side of George Street.

PARCEL 2 being a portion of the second parcel in Book 2775, Page 472 is situated in said Mendon on the northerly side of the Old Boston and Hartford Turnpike.

PARCEL 3 the THIRD parcel of land, known as the "homesite" in Book 2775, Page 472, has also been conveyed in part to the above named mortgagor. Parcel 3 is subject to any reservations, easements, or privileges of record, if any there be now existing, especially those mentioned in deed of Naum Gaskill to John S. Gaskill, said deed dated March 23, 1840, and recorded with the Worcester District Registry of Deeds Book 350, Page 513.

The third parcel in this mortgage is a portion of the last parcel described in Book 2775, Page 472.

EXCEPTING from the above described premises, Lot #44 in Plan Book 524, Plan 4 as described in deed recorded with said Deeds, Book 8345, Page 121.

EXCEPTING from the above described premises property as described in deed dated April 22, 1994 and recorded with said Deeds in Book 16226, Page 118.

Also excepting any other conveyance appearing of record.

BEING ALL AND THE SAME PREMISES conveyed to this mortgagor by deed of Anna H. Pond dated August 6, 1964 and recorded with said Deeds, Book 4489, Pages 124 and 126."

The sale of the entire Mortgaged Premises shall be conducted on the portion of the premises known as 34 George Street, Mendon, Massachusetts.

Together with all improvements now erected on the above described premises and all appurtenances, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now attached to the above-described premises, all of which include replacements and additions thereto.

Also together with the personal property and fixtures of every kind and description now owned by Norman Lester Cox and situated upon the premises or as an improvement thereon, together with any renewals, replacements

or additions thereto or substitutions therefore, and now located at, or used in connection with the operation of the premises or the improvements, as same may be covered by said Mortgage.

Said premises will be sold subject to and/or with the benefit of any and all restrictions, easements, improvements, covenants, municipal or zoning regulations or requirements, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of liens, and existing encumbrances of record created prior to the mortgage, if any there be, and the rights of tenants and occupants of the mortgaged premises, if any there be. No representation is made as to the status of any improvements at the mortgaged premises and the Buyer purchases subject to all requirements related thereto.

The parcels are being sold with the express acknowledgment that the Mortgagee makes no representation or warranty as to the presence or absence of any wetlands or environmental issue at all, or related to the septic or well systems, or as to any contaminants or other substances, as noted under Mass. Gen. Laws 21E, or otherwise. If a violation of MGLA c.21E or any other Statute, Code or Regulation does exist, the correction thereof will be at the Buyer's sole cost and expense, and shall be separate from the purchase price. The Buyer shall indemnify and hold harmless the Mortgagee from any and all costs, expenses or liability related to any of the aforesaid.

TERMS OF SALE:

TEN THOUSAND (\$10,000.00) DOLLARS shall be paid in cash or by certified or bank cashier's check by the Buyer at the time and place of sale, and the balance to be paid in cash or by certified or bank cashier's check within forty-five (45) days thereafter to Attorney Laura A. Mann, 221 East Main Street, Suite 205, Milford, MA 01757. The successful bidder shall be required to sign a Memorandum of Terms of Sale containing the above terms at the Auction sale.

As an additional condition and term of the sale, in the event the successful bidder refuses to sign the Memorandum of Sale or fails to complete the purchase in accordance with the terms and conditions of said foreclosure sale, the Mortgagee reserves the right to sell the mortgaged premises to the next highest bidder ("Second Bidder") and to accept all bids upon the condition that the Second Bidder shall deposit with mortgagee's attorney the amount of the required deposit as set forth herein within three (3) business days after written notice of default of the previous highest bidder. Upon deposit of the \$10,000.00 earnest money by the Second Bidder, the Second Bidder shall become the Buyer for purposes of the foregoing paragraphs and completion of the sale. In addition, in the event of default by the successful Bidder and the Second Bidder, Mortgagee reserves the right to assume the Second highest bid and proceed with the purchase of the property in accordance with the Memorandum of Sale.

This sale may be postponed or adjourned from time to time, if necessary, by the Mortgagee at the scheduled time and place of sale. The description of the premises contained in said mortgage shall control in the event of a typographical error in this publication.

Other terms, if any, to be announced at the sale.

JOHN D. GANNETT, JR. and UTE D. GANNETT
Present Holder of Said Mortgage
By Its Attorney,

Laura A. Mann
B.B.O. #550508
221 East Main Street
Suite 205
Milford, MA 01757
(508) 478-7765

The Zekos Group Auctioneers
Paul Zekos, Auctioneer
MA License No. 104
(508) 842-6400

AD#121119262

MDN 11/23, 11/30, 12/7/09

EXHIBIT "B"

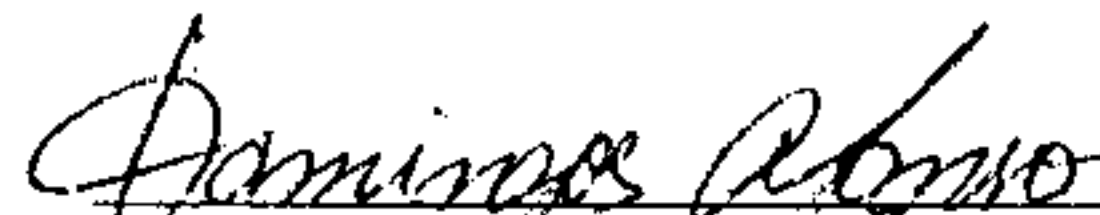
ASSIGNMENT OF BID FOR VALUE

Milford, Massachusetts

For Value Received, I, Domingos Afonso of Milford, Massachusetts hereby assigns my bid and all of my right, title and interest in, to and under a certain Memorandum of Sale dated December 17, 2009 in connection with the premises known as (1) 34 George Street, Mendon, Massachusetts and, (2) Lot #28 Neck Hill Road, Mendon, Massachusetts, which is the subject of a mortgage given by Norman Lester Cox to Greenleaf Financial Services, Inc. dated May 29, 1998 and recorded with the Worcester District Registry of Deeds in Book 20010, Page 17, and now held by John D. Gannett, Jr. and Ute D. Gannett to F & D CENTRAL REALTY CORPORATION, INC., a Massachusetts Corporation having a usual place of business in Milford, Worcester County, Massachusetts.

This Assignment is made without recourse, and subject to all the terms and conditions contained in said Memorandum of Sale.

Dated as of this 20th day of January 2010.


DOMINGOS AFONSO

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

On this 20th day of January, 2010, before me, the undersigned notary public, personally appeared Domingos Afonso and proved to me through satisfactory evidence of identification, which was Commonwealth of Massachusetts driver's license photo identification and personal knowledge, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that she signed it voluntarily for its stated purpose.


ALDO B. CONSIGLI, JR.

Notary Public

My commission expires: October 10, 2014

ATTEST: WORC. Anthony J. Vigilotti, Register