



2008 00092203  
 Bk: 39221 Pg: 238 Doc: FD  
 Page: 1 of 5 06/22/2006 11:47 AM

MASSACHUSETTS EXCISE TAX  
 Worcester District ROD #20 001  
 Date: 06/22/2006 11:47 AM  
 Ctrl# 052909 16320 Doc# 00092203  
 Fee: \$1,254.00 Cons: \$275,000.00

Massachusetts Foreclosure Deed MNF206

## Massachusetts Foreclosure Deed

The Milford National Bank and Trust Company,  
 A national banking association organized and existing under the laws of the United States of  
 America

having its usual place of business at 300 East Main Street, Milford, Massachusetts

the present holder of a mortgage

from Alphonse Georges, Murielle Georges, and Manisha Georges

to Chittenden Trust Co. d/b/a Mortgage Service Center

dated January 5, 2005 recorded with Worcester County (Worcester District)  
 Registry of Deeds

book 35477 , page 164, by the power conferred by said

mortgage and every other power, for Two Hundred Seventy Five Thousand and no/100 -----  
 -----(\$275,000.00)-----dollars

paid, grants to **The Milford National Bank and Trust Company,**  
 a national banking association organized and existing under the laws of the United States of  
 America, having its usual place of business at 300 East Main Street, Milford, Massachusetts

the premises conveyed by said mortgage.

Witness the execution of said corporation this 16<sup>th</sup> day of June, 2006.

For authority see Vote  
 recorded with  
 Worcester District  
 Registry of Deeds  
 in Book 15828, Page 114

*mail*  
**SANDRA KRAEGE HIGBY**  
 Attorney at Law  
 482 Southbridge Street, PMB#353  
 Auburn, MA 01501

The Milford National Bank  
 and Trust Company

by:

*Peter M. Beecher, V.P.*  
 Peter M. Beecher  
 Vice President

*Property Address: 111 Milk Street, Milford, MA*

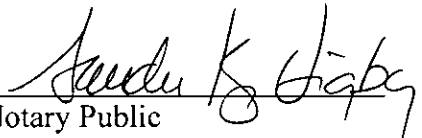
*(5)*

## COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

On this 16<sup>th</sup> day of June, 2006, before me, the undersigned notary public, personally appeared Peter M. Beecher, proved to me through satisfactory evidence of identification, which was personal knowledge of identity, 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 the Vice President of The Milford National Bank and Trust Company.



  
Notary Public  
Sandra Kraege Higby  
Commonwealth of Massachusetts  
My Commission Expires: 6/28/07

## AFFIDAVIT OF SALE

Peter M. Beecher, Vice President  
for The Milford National Bank and Trust Company  
the present holder of a mortgage named in the foregoing deed, make oath and say that the  
principal, interest, and other obligations  
mentioned in the mortgage above referred to were not paid or tendered or performed when  
due or prior to the sale, and that  
The Milford National Bank and Trust Company published on the

10<sup>th</sup>, 17<sup>th</sup>, and 24<sup>th</sup> days of May, 2006  
in the Milford Daily News

a newspaper published or by its title page purporting to be published in Milford

and having a circulation therein, a notice of which the following is a true copy, there being  
no newspaper published in Mendon and the Milford Daily News having a general  
circulation in Mendon

See attached Appendix A.

I also complied with Chapter 244, Section 14, of the Massachusetts General Laws, as  
amended, by mailing the required notices certified mail, return receipt requested.

Pursuant to said notice at the time and place therein appointed, The Milford National Bank  
and Trust Company

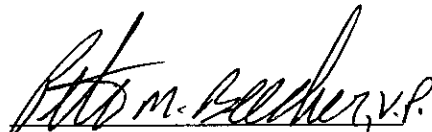
sold the mortgaged premises at public auction by  
Mark H. Shear of Berman Auctioneers and Appraisers of Worcester  
a licensed auctioneer,

to The Milford National Bank and Trust Company

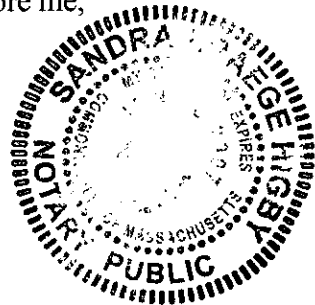
above named, for Two Hundred Seventy Five Thousand and no/100--(\$275,000.00)--dollars

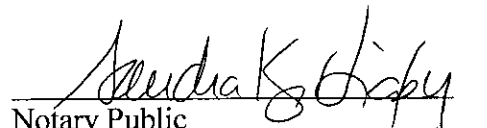
bid by The Milford National Bank and Trust Company,

being the highest bid made therefor at said auction.

  
Peter M. Beecher  
Vice President

Signed and sworn to by the said Peter M. Beecher  
June 16<sup>th</sup>, 2006, before me,



  
Notary Public  
My Commission expires: 6/28/07  
Sandra Kraege Higby

## APPENDIX A

MILFORD DAILY NEWS • WEDNESDAY, MAY 10, 2006

**Legal Notices**

111 MILLVILLE 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 Alphonse Georges, Murielle Georges and Manisha Georges to Chittenden Trust Co. d/b/a Mortgage Service Center dated January 5, 2005 and duly recorded with the Worcester County (Worcester District) Registry of Deeds in Book 35477, Page 164, of which Mortgage the undersigned is the present holder, for breach of conditions contained in said Mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 11:00 A.M. on the 7th day of June, 2006 upon the mortgaged premises known as 111 Millville Street, Mendon, Massachusetts, all and singular the premises described in said Mortgage, to wit:

the following described property located in the Registry of Deeds of Worcester County:

See Exhibit A attached hereto and incorporated herein.

**EXHIBIT A**

A certain parcel of land with the buildings thereon, situated on the Westerly side of Millville Road, and being Lot #2 on a plan entitled, "Plan of Land of Terrill Sanborn, et ux, Mendon, Mass., March 17, 1973, Scale: 1"=40', John R. Andrews, Jr.," filed with the Worcester South District Registry of Deeds in Plan Book 378, Plan 109 and bounded and described as follows:

Beginning at an iron pin at the southeasterly corner of the granted premises on Millville Road;

Thence North 71° 59' 40" West, one hundred seventy-six and seventy-nine hundredths (176.79) feet and bounded southerly by Pleasant Street;

Thence North 17° 41' 06" East, bounded westerly by Lot 1, two hundred thirty-three and nineteen hundredths (233.19) feet to a point;

Thence South 68° 07' 15" East, bounded northerly by land of one Priscilla Bourbeau, two hundred thirteen and twenty-seven hundredths (213.27) feet to a Worcester County Highway Bound, at the northeasterly corner of the granted premises;

Thence South 28° 13' 20" West, bounded easterly by said Millville Road, one hundred sixteen and eighty-four hundredths (116.84) feet to a Worcester County Highway Bound;

Thence on a curve to the left whose radius is nine hundred five and no hundredths (905.00) feet, one hundred seven and forty-six hundredths (107.46) feet and bounded easterly by said Millville Road to an iron pin being the point of beginning.

Containing 45,534 square feet, more or less.

For title, see Deed recorded with said Deeds in Book 21517, Page 255 and also see Deed of Sandra Farquhar Palmer dated December 30, 2004 and recorded in Book 35457, Page 167.

**TERMS OF SALE:**

Said premises will be sold and conveyed subject to and with the benefit of any and all mortgages, restrictions, easements, covenants, outstanding tax titles, municipal or other public taxes, water and sewer charges, assessments, federal and state tax liens, other liens or claims in the nature of liens, and existing encumbrances of record created prior to the mortgage, if there be any, and the rights of tenants and occupants of the mortgaged premises, if there be any. No representation is made as to the existence or non-existence of lead paint or UFFI at the premises and Buyer purchases subject to all requirements related thereto, including the expenses and costs for same. The Buyer shall be responsible for installing and obtaining evidence of compliance with any fire and smoke detector and carbon monoxide alarm requirements and assumes all responsibility including the costs and expenses for same. If the premises are not serviced by a public sewage system, Buyer will be solely responsible for compliance with all Title V Regulations, including but not limited to, any inspection and upgrade requirements set forth in 310 CMR 15.000 et seq., including the costs and expenses for same.

The highest bidder shall be required to deposit cash, bank treasurer's check or certified check in the amount of Ten Thousand (\$10,000.00) Dollars at the time and place of the sale and said deposit must be shown at the time and place of the sale in order to qualify as a bidder. The balance of the purchase price shall be paid in certified check or bank treasurer's check within thirty (30) days after the date of sale at the offices of the mortgagee, The Milford National Bank and Trust Company, 300 East Main Street, Milford, Massachusetts.

The successful bidder shall be required to execute a Memorandum of Terms and Conditions of Sale at the Auction Sale. In the event the successful purchaser of the foreclosed premises does not fulfill the terms and conditions of said foreclosure sale by purchasing the property, the mortgagee reserves the right to thereafter accept the bid of the next highest bidder at the foreclosure sale and to further accept said bid upon the conditions of the second bidder agreeing to fulfill its bid commitment which was made at the time of the foreclosure sale.

Other terms to be announced at the sale.

DATED: May 3, 2006

The Milford National Bank and Trust  
Company  
Present Holder of Said Mortgage  
By its Attorney  
SANDRA KRAEGE HIGBY  
300 East Main Street  
Milford, MA 01757  
Berman Auctioneers & Appraisers  
(508) 753-2549

AD#11047006  
MDN 5/10, 5/17, 5/24/06

**ATTEST: WORC. Anthony J. Vigliotti, Register**