



Bk: 42675 Pg: 237
Page: 1 of 6 04/10/2008 10:24 AM WD

MASSACHUSETTS EXCISE TAX
Worcester District ROD #20 001
Date: 04/10/2008 10:24 AM
Ctrl# 073670 08073 Doc# 00038565
Fee: \$1,203.84 Cons: \$264,000.00

Massachusetts Foreclosure Deed MNF405

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 Kenneth M. Gallant

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

dated December 17, 2004 recorded with Worcester County (Worcester District)
Registry of Deeds in Book 35337, Page 1

by the power conferred by said

mortgage and every other power, for Two Hundred Sixty Four Thousand and no/100 -----
-----(\$264,000.00)-----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.

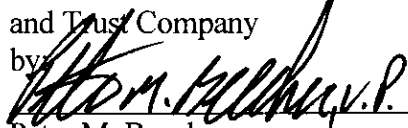
Property address: 7 Nipmuc Drive, Mendon, MA

Handwritten signature

Witness the execution of said corporation this 29th day of February, 2008.

The Milford National Bank
and Trust Company

by



Peter M. Beecher

Vice President

For authority see vote recorded
Book 13286, Page 344

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

On this 29th day of February, 2008, 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: 7/11/14



SANDRA KRAEGE HIGBY
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
July 11, 2014

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

1st, 8th, and 15th days of February, 2008
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
Marianne F. Sullivan of Sullivan & Sullivan Auctioneers LLC of Boston
a licensed auctioneer,

to The Milford National Bank and Trust Company

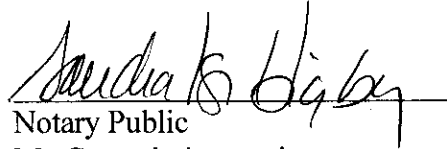
above named, for Two Hundred Sixty Four Thousand and no/100--(\$264,000.00)--dollars

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
February 29, 2008, before me,


Notary Public

My Commission expires:



SANDRA KRAEGE HIGBY
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
July 11, 2014

APPENDIX A

MILFORD DAILY NEWS • FRIDAY, FEBRUARY 1, 2008

7 NIPMUC DR.

**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 Kenneth M. Gallant to Chittenden Trust Co. d/b/a Mortgage Service Center dated December 17, 2004 and duly recorded with the Worcester County (Worcester District) Registry of Deeds in Book 35337, Page 1, of which Mortgage the undersigned is the present holder, for breach of conditions contained in said Mortgage and for the purpose of foreclosing, said premises will be sold at Public Auction at 11:00 A.M. on the 26th day of February, 2008 upon the mortgaged premises known as 7 Nipmuc Drive, 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:

For Legal Description of Subject Premises See Exhibit "A" Attached Hereto and Incorporated Herein by Reference.

EXHIBIT "A" TO MORTGAGE

From: Kenneth M. Gallant
To: Chittenden Trust Company d/b/a Mortgage Service Center
Premises: 7 Nipmuc Drive, Mendon, Massachusetts
Date: December 17, 2004

A certain parcel of land, together with the buildings thereon, situated on the southerly side of the Old Uxbridge Road, on the easterly side of Thornton Street, and the northerly side of Nipmuc Drive being the same premises shown as Lots 7A and 3B on plan of land entitled "Plan of Land in Mendon, Mass. Prepared for George R. & Cheryl Kearsley, Scale 1" – 30' December 23, 1997. Revised February 18, 1998, Revised March 9, 1998, Shea Engineering & Surveying Co., Inc., 78 Uxbridge Road, Mendon, MA. 01756", which said plan is filed with Worcester Registry of Deeds in Plan Book 735 Plan 45.

Said Lot 7A contains 82,340 square feet according to said plan of land.

Said Lot 3B contains 286 square feet according to said plan of land.

Being the same premises conveyed to Kenneth M. Gallant by Deed dated December 17, 2004 and recorded with Worcester Registry of Deeds in Book 35336, Page 379.

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 nonexistence of lead paint or UFFI at the premises and Buyer purchases subject to all requirements related thereto, including the costs and expenses 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 shall 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 attorney for the foreclosing mortgagee.

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: January 28, 2008

The Milford National Bank and Trust
Company
Present Holder of Said Mortgage
By its Attorney
SANDRA KRAEGE HIGBY
482 Southbridge Street, #353
Auburn, MA 01501
Sullivan & Sullivan Auctioneers LLC
(617) 350-7700

AD#11576264
MDN 2/1, 2/8, 2/15/08

ATTEST: WORC. Anthony J. Vigliotti, Register