



2008 00060635

Bk: 42901 Pg: 145

Page: 1 of 5 05/30/2008 10:24 AM WD

MASSACHUSETTS EXCISE TAX
Worcester District ROD #20 001
Date: 05/30/2008 10:24 AM
Ctrl# 075137 31729 Doc# 00060635
Fee: \$690.84 Cons: \$151,156.58

MASSACHUSETTS FORECLOSURE DEED BY CORPORATION

CitiMortgage, Inc. s/b/m with Citifinancial Mortgage Company, Inc.

a corporation duly established under the laws of the State of Delaware and having its usual place of business at 1111 Northpoint Road, Suite 100, Building 4, Coppell, TX 75019

the current holder by assignment of a mortgage

from Janice L. Bullis and Harry S. Bullis IV

to Ameriquest Mortgage Company

dated October 23, 2004 and recorded with the Worcester County (Worcester District) Registry of Deeds at Book 34982, Page 371

, by the power conferred by said mortgage and

every other power for ONE HUNDRED FIFTY-ONE THOUSAND ONE HUNDRED FIFTY-SIX AND 58/100 (\$151,156.58) DOLLARS

paid, grants to CitiMortgage, Inc. s/b/m with Citifinancial Mortgage Company, Inc. of 1111 Northpoint Road, Suite 100, Building 4, Coppell, TX 75019, the premises conveyed by said mortgage.

HARMON LAW OFFICES, P.C.
P.O. BOX 610389
EWTON HIGHLANDS, MA 02461-0389

Property Address: 38 North Avenue, Mendon, MA 01756

WITNESS the execution and the corporate seal of said corporation this 19th day of May, 2008.

CitiMortgage, Inc. s/b/m with Citifinancial Mortgage Company, Inc.

By: [Signature] Francis J. Nolan of Harmon Law Offices, PC, as Attorney in Fact*

*For signatory authority please see Limited Power of Attorney recorded with the Worcester County (Worcester District) Registry of Deeds at Book 41313, Page 247.

Commonwealth of Massachusetts

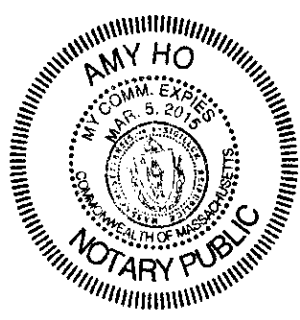
Middlesex, ss. May 19, 2008

On this 19th day of May, 2008, before me, the undersigned notary public, personally appeared Francis J. Nolan, proved to me through satisfactory evidence of identification, which were personal knowledge, 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.

Capacity: (as Attorney in Fact*)

for CitiMortgage, Inc. s/b/m with Citifinancial Mortgage Company, Inc.)

[Signature] (Affix Seal) Notary Signature



My commission expires: 3/5/2015

CHAPTER 183 SEC. 6 AS AMENDED BY CHAPTER 497 OF 1969

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

AFFIDAVIT

I, Francis J. Nolan, of Harmon Law Offices, PC, as Attorney in Fact* of CitiMortgage, Inc. s/b/m with Citifinancial Mortgage Company, Inc. make oath and say that the principal and interest obligation mentioned in the mortgage above referred to were not paid or tendered or performed when due or prior to the sale, and that CitiMortgage, Inc. s/b/m with Citifinancial Mortgage Company, Inc. caused to be published on April 1, 2008, April 8, 2008 and April 15, 2008 in the Milford Daily News, a newspaper published or by its title page purporting to be published in Milford, there being no newspaper published in Mendon and the Milford Daily News having a general circulation in Mendon, a notice of which the following is a true copy, (See attached Exhibit 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 CitiMortgage, Inc. s/b/m with Citifinancial Mortgage Company, Inc. sold the mortgaged premises at public auction by Ira D. Tarlin, a duly licensed auctioneer, to CitiMortgage, Inc. s/b/m with Citifinancial Mortgage Company, Inc. for ONE HUNDRED FIFTY-ONE THOUSAND ONE HUNDRED FIFTY-SIX AND 58/100 (\$151,156.58) DOLLARS bid by CitiMortgage, Inc. s/b/m with Citifinancial Mortgage Company, Inc. , being the highest bid made therefor at said auction.

CitiMortgage, Inc. s/b/m with Citifinancial Mortgage Company, Inc.

By: [Signature]
Francis J. Nolan of Harmon Law Offices, PC,
as Attorney in Fact*

*For signatory authority please see Limited Power of Attorney recorded with the Worcester County (Worcester District) Registry of Deeds at Book 41313, Page 247.

Commonwealth of Massachusetts

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Capacity: (as Attorney in Fact*)

for CitiMortgage, Inc. s/b/m with Citifinancial Mortgage Company, Inc.)

[Signature] (Affix Seal)
Notary Signature

My commission expires: 3/5/2015

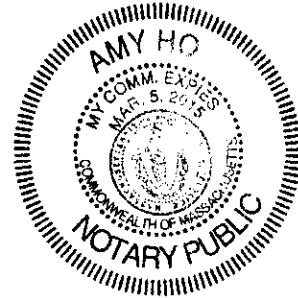


EXHIBIT A

38 NORTH AVE.

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

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Janice L. Bullis and Harry S. Bullis IV to Ameriquest Mortgage Company, dated October 23, 2004 and recorded with the Worcester County (Worcester District) Registry of Deeds at Book 34982, Page 371, of which mortgage CitiFinancial Mortgage Company, Inc. is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 1:00 p.m. on April 25, 2008, on the mortgaged premises located at 38 North Avenue, Mendon, Worcester County, Massachusetts, all and singular the premises described in said mortgage,

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TO WIT:

A certain parcel of land with the buildings thereon situated on the Westerly side of North Avenue in Mendon, County of Worcester, Massachusetts, bounded and described as follows:

Beginning at a point on said North Avenue at land, now or formerly of one Arthur B. Hall, Jr. Running Southeasterly sixty (60) feet along said North Avenue to a proposed street called West Circle Avenue;

Thence running S. 62° 30' W. One Hundred 116 (116) feet by said proposed street to other land now or formerly of Casey;

Thence running N. 27° 30' W. sixty-eight (68) feet along other land of said Casey to land now or Formerly of one Arthur B. Hall, Jr;

Thence running Northeasterly One Hundred Eleven (111) feet, along said Hall land, to the point of beginning.

The said premises are shown as Lot No. 1A on a plan entitled "Casey Plat, Mendon, Mass., owned by William H. Casey, November 1947. Scale 1" = 40' by Francis H. Brennan, Surveyor, Uxbridge, Mass.", which plan is recorded in Worcester South District Registry of Deeds in Plan Book 201, Plan 73.

Said premises are conveyed subject to pole and wire rights as recited in an instrument from William H. Casey and Sadie T. Casey to Worcester County Electric Company and New England Telephone & Telegraph Company recorded with said Registry of Deeds on December 20, 1951 in Book 3388, Page 9.

For mortgagor's(s') title see deed recorded with Worcester County (Worcester District) Registry of Deeds in Book 18114, Page 253.

These premises will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

TERMS OF SALE:

A deposit of Five Thousand (\$5,000.00) Dollars by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Harmon Law Offices, P.C., 150 California Street, Newton, Massachusetts 02458, or by mail to P.O. Box 610389, Newton Highlands, Massachusetts 02461-0389, within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

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

CITIFINANCIAL MORTGAGE COMPANY INC.
Present holder of said mortgage

By its Attorneys,
HARMON LAW OFFICES, P.C.
150 California Street
Newton, MA 02458
(617) 558-0500
200711-2281 - PRP

AD#11623665
MDN 4/1, 4/8, 4/15/08