



Bk: 44994 Pg: 190

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MASSACHUSETTS EXCISE TAX  
 Worcester District ROD #20 001  
 Date: 10/22/2009 12:05 PM  
 Ctrl# 088608 24388 Doc# 00124853  
 Fee: \$478.80 Cons: \$105,000.00

### **FORECLOSURE DEED AND AFFIDAVIT**

Milford Federal Savings and Loan Association, a corporation duly established under the laws of the United States of America and having its usual place of business at 246 Main Street, Milford, Worcester County, Massachusetts, holder of a mortgage


from John G. Prior

to Milford Federal Savings and Loan Association dated April 1, 1999, recorded with the Worcester County (Worcester District) Registry of Deeds in Book 21240 Page 195, by the power conferred by said mortgage and every other power, for consideration paid in the amount of One Hundred Five Thousand and 00/100 Dollars (\$105,000.00)

grants to Brian P. Grady or 68 Uxbridge Road, Mendon, Massachusetts 01756, the premises conveyed by said mortgage.

Signed and sealed this 22<sup>nd</sup> day of October, 2009.

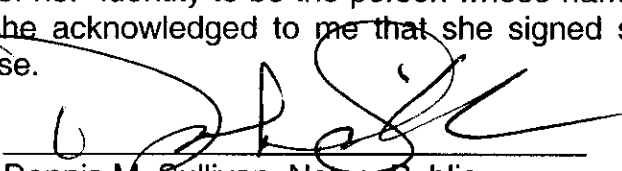
Milford Federal Savings and Loan Association

By:   
 Janice H. Griffith, Vice President - Loans

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

On this 22<sup>nd</sup> day of October, 2009, before me the undersigned Notary Public, then personally appeared Janice H. Griffith, Vice President - Loans as aforesaid, who is known to me through my personal knowledge of her identity to be the person whose name is signed on the above document, and she acknowledged to me that she signed said document voluntarily for its stated purpose.

  
 Dennis M. Sullivan, Notary Public  
 My Commission Expires: March 24, 2011

Property Address: 36 Taft Avenue, Mendon, MA 01756

(3) a

**AFFIDAVIT**

I, Janice H. Griffith, Vice President of Milford Federal Savings and Loan Association, named in the foregoing Deed, make oath and say that the principal, interest, and tax obligation mentioned in the mortgage above referred to were not paid or tendered or performed when due or prior to the sale, and that Milford Federal Savings and Loan Association published on July 8, 15 and 22, 2009, in the Milford Daily News, a newspaper published or by its title page purporting to be published in the Town of Needham and having a general circulation in the Town of Mendon, a notice of which the following is a true copy; there being no newspaper published in the Town of Mendon and the Milford Daily News having general circulation in said Town of Mendon

**SEE "EXHIBIT A" ATTACHED HERETO**

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

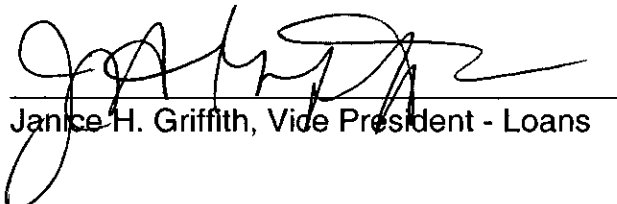
Pursuant to said notice at the time and place therein appointed the sale was then postponed by public proclamation to September 30, 2009, at ten o'clock a.m. upon the mortgaged premises, at which time and place upon the mortgaged premises, I sold the mortgaged premises at public auction by Edward D. Larkin, an auctioneer,

to Brian P. Grady of 68 Uxbridge Road, Mendon, Massachusetts 01756

for \$105,000.00


bid by said Milford Federal Savings and Loan Association

being the highest bid made therefor at said auction.



Janice H. Griffith, Vice President - Loans

Signed and sworn to by the said Janice H. Griffith, on October 22, 2009, before me,



Dennis M. Sullivan, Notary Public  
My Commission Expires: 03/24/2011

36 TAFT AVE, MENDON  
**LEGAL NOTICE**  
**MORTGAGEE'S SALE OF REAL**  
**ESTATE**  
**PREMISES: 36 Taft Avenue,**  
**Mendon, Massachusetts**

By virtue and in execution of the POWER OF SALE contained in a certain mortgage given by: John G. Prior to Milford Federal Savings and Loan Association, dated April 1, 1999, and recorded with the Worcester County (Worcester District) Registry of Deeds in Book 21240 Page 195, of which mortgage the undersigned is the present holder for breach of conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at eleven o'clock a.m. on the 12th day of August, 2009, upon the mortgaged premises at 36 Taft Avenue, Mendon, Massachusetts, all and singular, the premises described in said mortgage, to wit:

That certain parcel of land with the buildings thereon situated in Mendon, Worcester County, Commonwealth of Massachusetts and shown as Lot number 22 on a certain plan of land entitled "Plan of Lakeside Park Mendon, Mass., owned by Luther E. Taft's Heirs" dated June 1917 by Henry W. Gaskill, C.E. recorded with Worcester County Registry of Deeds as Plan 50 in Plan Book 31 to which reference is hereby made for a more particular description of Lot 22.

Lot 22 is mortgaged together with a right of way over Taft Avenue in common with others entitled thereto as well as to an easement described in Deed recorded in Book 19584, Page 378 and Deed recorded herewith as Instrument No. 55380.

Being the same and all the same premises as was conveyed to us by Deed of Eleanor C. Speed, formerly Eleanor C. Cyr dated March 31, 1999 and recorded herewith as Instrument No. 55380.

TERMS OF SALE: Said

premises will be sold and conveyed subject to all restrictions, easements, unpaid taxes, tax titles, municipal liens, and assessments, if any, which take precedence over the said mortgage above-described.

Five Thousand (\$5,000.00) Dollars of the purchase price must be paid in cash, certified check, bank treasurer's, or cashier's check at the time and place of the sale by the purchaser, and the balance of the purchase price shall be paid in cash, certified check, bank treasurer's, or cashier's check within twenty-one (21) days after the date of sale and shall be paid to Attorney Dennis M. Sullivan, of 12 Congress Street, Milford, Massachusetts, at which time the Foreclosure Deed shall be delivered to the purchaser. All costs and expenses for recording fees and documentary stamps shall be paid by the purchaser. The successful bidder shall sign a Written Memorandum of Sale upon acceptance of bid. In the event that the successful bidder at the foreclosure sale shall default according to the terms of this Notice of Sale and/or fail to comply with any terms of the Memorandum of Sale executed at the time of the foreclosure, by failing to complete the purchase or otherwise, the Seller retains the option, at Seller's sole discretion, to complete the sale by selling the Premises, subject to the terms and conditions of sale stated therein, to the next highest, qualified bidder.

The Mortgagee reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone at any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date.

Other terms will be announced at the sale.

Milford Federal Savings  
and Loan Association

Present holder of said  
Mortgage

By  
its attorney:

Dennis M. Sullivan, Esquire  
12 Congress Street, P.O. Box 268  
Milford, MA 01757  
(508) 473-4811

DATED: June 30, 2009