

Return to:

Brian W. Murray
260 Main St.
Milford, MA 01757



2011 00024053

Bk: 47167 Pg: 227

Page: 1 of 4 03/09/2011 12:00 PM WD

MASSACHUSETTS EXCISE TAX
Worcester District ROD #20 001
Date: 03/09/2011 12:00 PM
Ctrl# 100871 19293 Doc# 00024053
Fee: \$547.20 Cons: \$120,000.00

FORECLOSURE DEED

UNIBANK FOR SAVINGS, a banking association duly established and existing according to the laws of the Commonwealth of Massachusetts, with its principal office at 49 Church Street, Whitinsville, County of Worcester, Massachusetts, 01588

holder of a mortgage from Thomas P. Mantoni and Victoria D. Mantoni to Uxbridge Savings Bank, n/k/a UniBank For Savings

dated March 2, 1987 and recorded with the Worcester District Registry of Deeds in Book 10254, Page 161,

by the power conferred by said mortgage and every other power, for One Hundred Twenty Thousand and 00/100 (\$120,000.00) Dollars

paid, grants to JOHN MARK MONTEIRO, an individual having an address of 120 Uxbridge Road, Mendon, Massachusetts, 01756

the premises conveyed by said mortgage, described as follows:

the land in said Mendon, containing 1.07 acres, more or less, with the buildings thereon situated on the southerly side of Uxbridge Road, also called Route 16, a Massachusetts State Highway being the same premises as shown on a Plan entitled, "land of Forrest W. & Marjorie C. Sears, Mendon, MA, conveyed to Robert H. Hennessy, II and Cindy L. Hennessy, July 25, 1983," by Andrews Survey and Engineering Inc. Uxbridge, MA recorded with Worcester District Registry of Deeds, in Plan Book 509, Plan 74, bounded and described as follows:

BEGINNING: at a found iron pin on the southerly side of Uxbridge Road, which pin is located 47.94 feet from a Mass. Highway Bound shown on said Plan;

THENCE: N. 63° 01' 45" E. by and along southerly side of said Uxbridge Road, 200.01 feet to a stone wall at corner of land of one Irons, now or formerly;

124 Uxbridge Road Mendon

*(4)
GT*

THENCE: S. 49° 42' 15" E. by and along stone wall and said Irons land, now or formerly, 139.20 feet to a found spike at corner of stone walls at land of said Irons, now or formerly;

THENCE: S. 36° 49' 28" W. by and along stone wall and said Irons land, now or formerly, 154.66 feet to a found drill hole in said stone wall;

THENCE: S. 21° 47' 57" W. by and along stone wall and said Irons land, now or formerly, 103.42 feet to a found drill hole in corner of stone walls;

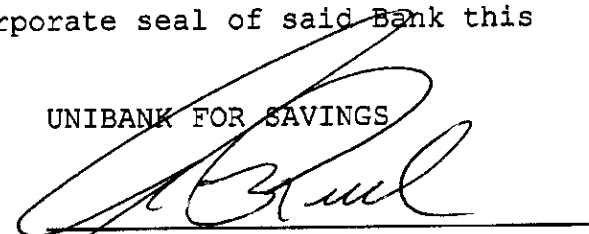
THENCE: N. 82° 53' 29" W. by and along stone wall and said Irons land, now or formerly, 45.00 feet to a found drill hole in stone wall at corner of land of said Irons, now or formerly;

THENCE: 26° 58' 10" W. by and along said Irons land, now or formerly, 239.62 feet to an iron pin on the southerly side of said Uxbridge Road, point of beginning.

Subject to restriction as to building on said parcel as recited in deed recorded with said Registry in Book 2521, Page 64, if same is now in force and applicable.

WITNESS the execution and the corporate seal of said Bank this 4 day of March, 2011.

UNIBANK FOR SAVINGS


BY: CHRISTOPHER REALL,
ASSISTANT VICE PRESIDENT

See Vote: Worcester District
Registry of Deeds
Book 15864, Page 44

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF WORCESTER.

On this 4th day of March, 2011 before me, the undersigned notary public, personally appeared CHRISTOPHER REALL, proved to me through satisfactory identification which (personally known), to be the person whose name is signed on this or the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as ASSISTANT VICE PRESIDENT, on behalf of UNIBANK FOR SAVINGS.


NOTARY PUBLIC:
MY COMMISSION EXPIRES:



TAYLOR M GAULIN
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES MAY 12, 2017

AFFIDAVIT

I, CHRISTOPHER REALL, ASSISTANT VICE PRESIDENT of UNIBANK FOR SAVINGS, 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 UNIBANK FOR SAVINGS published on January 7, 2011, January 14, 2011 and January 21, 2011 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, 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 and at the time and place appointed, UNIBANK FOR SAVINGS sold the mortgaged premises at public auction by Paul T. Zekos, a licensed auctioneer, to John Mark Monteiro,

above named, for One Hundred Twenty Thousand and 00/100 (\$120,000.00) Dollars,

bid by John Mark Monteiro, being the highest bid made therefore at said auction.

Executed under seal and sworn to this 4 day of March, 2011.

[Handwritten Signature]
CHRISTOPHER REALL, ASSISTANT VICE PRESIDENT

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF WORCESTER

On this 4th day of March, 2011 before me, the undersigned notary public, personally appeared CHRISTOPHER REALL, proved to me through satisfactory identification which (personally known), to be the person whose name is signed on this or the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as ASSISTANT VICE PRESIDENT, on behalf of UNIBANK FOR SAVINGS.

[Handwritten Signature]
NOTARY PUBLIC:
MY COMMISSION EXPIRES

 TAYLOR M GALLIN
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES MAY 12, 2017

TAYLOR
TITLE 608 45

EXHIBIT A

124 UXBRIDGE RD.

**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 Thomas P. Mantoni and Victoria D. Mantoni to Uxbridge Savings Bank, n/k/a UniBank For Savings dated March 2, 1987 and recorded at Worcester District Registry of Deeds in Book 10254, Page 161 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 12:00 Noon on Friday, February 4, 2011, upon the mortgaged premises located at 124 Uxbridge Road, Mendon, Worcester County, Massachusetts, being all and singular the premises described in said mortgage, To Wit:

"the land in said Mendon, containing 1.07 acres, more or less, with the buildings thereon situated on the southerly side of Uxbridge Road, also called Route 16, a Ma. State Highway being the same premises as shown on a Plan entitled, "land of Forrest W. & Marjorie C. Sears, Mendon, Ma., conveyed to Robert H. Hennessy, II and Cindy L. Hennessy, (sic) July 25, 1983," by Andrews Survey and Engineering Inc. Uxbridge, Ma. recorded with Worcester District Registry of Deeds, in Plan Book 509, Plan 74, bounded and described as follows:

BEGINNING: at a found iron pin on the southerly side of Uxbridge Road, which pin is located 47.94 feet from a Mass. Highway Bound shown on said Plan;

THENCE: N. 63° 01' 45" E. by and along southerly side of said Uxbridge Road, 200.01 feet to a stone wall at corner of land of one Irons, now or formerly;

THENCE: S. 49° 42' 15" E. by and along stone wall and said Irons land, now or formerly, 139.20 feet to a found spike at corner of stone walls at land of said Irons, now or formerly;

THENCE: S. 36° 49' 28" W. by and along stone wall and said Irons land, now or formerly, 154.66 feet to a found drill hole in said stone wall;

THENCE: S. 21° 47' 57" W. by and along stone wall and said Irons land, now or formerly, 103.42 feet to a found drill hole in corner of stone walls;

THENCE: N. 82° 53' 29" W. by and along stone wall and said Irons land, now or formerly, 45.00 feet to a found drill hole in stone wall at corner of land of said Irons, now or formerly;

THENCE: 26° 58' 10" W. by and along said Irons land, now or formerly, 239.62 feet to an iron pin on the southerly side of said Uxbridge Road, point of beginning.

Subject to restriction as to building on said parcel as recited in deed recorded with said Registry in Book 2521, Page 64, if same is now if (sic) force and applicable.

BEING: the same premises as conveyed to us by deed of Robert H. Hennessy, II and Cindy L. Hennessy dated January 31, 1987 and recorded herewith, #22982"

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 Thomas P. Mantoni and Victoria D. Mantoni 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 parcel is 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, if any, 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 Massachusetts 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 thirty (30) 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.

UNIBANK FOR SAVINGS
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#12423077
MDN 1/7, 1/14, 1/21/11

ATTEST: WORC. Anthony J. Vigliotti, Register