

Affidavit

I, Joseph R. Mongiat, President of the Milford Federal Savings and Loan Association named in the foregoing deed, make oath and say that the principal , taxes and interest obligations

mentioned in the mortgage above referred to are not paid or tendered or performed when due or prior to the sale, and that Milford Federal Savings and Loan Association published on the sixteenth, twenty-second and twenty-ninth days of December 1964 in the Milford Daily News

a newspaper published or by its title page purporting to be published in Milford, Worcester County, Massachusetts and having a circulation there, a notice of which the following is a true copy in Mendon in said County of Worcester, there being no newspaper published in said Mendon, a notice of which the following is a true copy.

Mortgage's Sale of Real Estate

By virtue and in execution of the POWER OF SALE contained in a certain mortgage given by Thomas J. Malia and Elaine M. Malia, husband and wife, to the Milford Federal Savings and Loan Association, dated June 21, 1963 recorded with Worcester District Registry of Deeds, Book 4380, Page 99, of which mortgage the undersigned 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 two o'clock P.M. on the ninth day of January A.D. 1965, on the premises all and singular the premises described in said mortgage, to wit:

"A certain parcel of land in said Mendon situated at the northerly corner of the intersection of Blackstone Street and Emerson Street, which land is bounded and described as follows:

BEGINNING at a cement bound in the northwesterly line of said Blackstone Street at land now or formerly of G. Godfrey Davenport, Jr., et ux;

THENCE southwesterly along the northwesterly line of Blackstone Street to the northeasterly line of Emerson Street;

THENCE northwesterly along the northeasterly line of Emerson Street to a stone wall at land of one Barrows;

THENCE northeasterly along the stone wall and land of said Barrows to a cement bound at land now or formerly of said Davenport;

THENCE S. 48° 30' E. two hundred twenty (220.00) feet, more or less, by said land now or formerly of said Davenport to the point of beginning.

These premises are conveyed subject to any Telephone Company pole rights and subject to any water or water pipe rights mentioned in said deed to us if applicable and in force.

Including as a part of the realty all portable or sectional buildings, stoves, ranges, heating apparatus, including all oil and gas burner equipment, plumbing, mantels, storm doors and windows, oil burners, gas and electric fixtures, screens, screen doors, awnings, air-conditioning apparatus, and other fixtures of whatever kind and nature, on said premises, or hereafter placed thereon prior to the full payment and discharge of this mortgage, insofar as the same are, or can by agreement of the parties, be made a part of the realty."

TERMS OF SALE: Five Hundred Dollars (\$500.00) to be paid in cash by the purchaser at the time and place of sale and the balance of the purchase price on or before January 23, 1965.

Other terms to be announced at the sale.

(Signed) Milford Federal Savings and Loan Association By Alfred J. Goucher, Treasurer Present holder of said mortgage

December 11, 1964 16-23-29

Pursuant to said notice at the time and place therein appointed, Milford Federal Savings and Loan Association

sold the mortgaged premises at public auction by

Francis J. Drugan an auctioneer, to Dominic Legge and Henrietta I. Legge

above named, for - - - - - FOURTEEN THOUSAND FOUR HUNDRED - - - - dollars

4537

bid by said Dominic Legge and Henrietta I. Legge

593

, being the highest bid made therefor at said auction.

*Joseph R. Mongiat*

Signed and sworn to by the said Joseph R. Mongiat

January 22, 1965, before me,

*J. Laurence Doyle*  
J. Laurence Doyle, Notary Public - ~~Justice of the Peace~~  
My commission expires March 3, 1967

Recorded Feb. 2, 1965 at 1h. 24m. P. M.

■ END OF INSTRUMENT ■

We, HAROLD COHEN and MICHAEL LILLY holders of a mortgage  
from EVA STERN

to us

dated December 5, 1961

recorded with Worcester District ~~County~~ Registry of Deeds

Book 4247, Page 161, acknowledge satisfaction of the same

WITNESS our hands and seals this 27<sup>th</sup> day of January 1965

..... *Harold Cohen* .....  
Harold Cohen  
..... *Michael Lilly* .....  
Michael Lilly  
.....

The Commonwealth of Massachusetts

Suffolk, ss. January 27, 1965

Then personally appeared the above named Harold Cohen and Michael Lilly  
and acknowledged the foregoing instrument to be his free act and deed  
before me

*Nathaniel P. Rutter*  
.....  
Nathaniel P. Rutter, Notary Public - ~~Justice of the Peace~~  
My commission expires Feb. 20, 1971

Recorded Feb. 2, 1965 at 2h. 18m. P. M.