

MASSACHUSETTS FORECLOSURE DEED BY CORPORATION

MEDWAY LUMBER & HOME SUPPLY, INC.,

a corporation duly established under the laws of the Commonwealth of Massachusetts

and having its usual place of business at 1400 Main Street, Millis, Norfolk County, Massachusetts,

the holder of a mortgage from **EARL A. BERTHIAUME AND ELIZABETH M. BERTHIAUME**

to **MEDWAY LUMBER & HOME SUPPLY, INC.**

which mortgage is dated October 5, 2005 and recorded with Worcester County Registry of Deeds at Book 37498, Page 339,

by the power conferred in said mortgage and every other power, for **TWO HUNDRED THIRTY FOUR THOUSAND (\$234,000.00) DOLLARS** paid,

grants to **MOHAMMAD ABOUCHLEIH** of 11 Hitching Post Lane, Northborough, Worcester County, Massachusetts, the premises conveyed by said mortgage.

A certain parcel of land with buildings thereon situated on the easterly side of North Avenue, Mendon, Worcester County, Massachusetts, being shown as Lot 57 Parcel "A" on a plan entitled "Plan of Land in Mendon, Mass. prepared for R. Christopher Noonan, Scale 1" = 40' dated October 10, 1996 by Andrews Survey & Engineering, Inc., 104 Mendon St. Uxbridge, Mass. 01569" and recorded with the Worcester County Registry of Deeds in Plan Book 712, Plan 95, to which plan reference may be had for a more particular description.

Subject to a Declaration of Protective Covenants Document dated January 30, 1997 and recorded with the Worcester County Registry of Deeds in Book 18605, Page 185.

WITNESS the execution and the corporate seal of said corporation this 22nd day of October, 2009.

57 NORTH AVE MENDON



2009 00128909

Bk: 45037 Pg: 54
Page: 1 of 5 10/30/2009 02:21 PM WD

MEDWAY LUMBER & HOME SUPPLY, INC.

Peter B. Longobardi
**PETER B. LONGOBARDI,
PRESIDENT AND TREASURER**

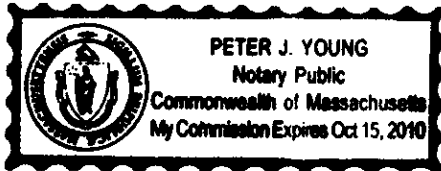
MASSACHUSETTS EXCISE TAX
Worcester District ROD #20 001
Date: 10/30/2009 02:21 PM
Ctrl# 088949 32441 Doc# 00128909
Fee: \$1,067.04 Cons: \$234,000.00

5
GT

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS

On this 22nd day of October, 2009, before me, the undersigned notary public, personally appeared PETER B. LONGOBARDI, proved to me through satisfactory evidence of identification, who is personally known to me, to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for the stated purpose as PRESIDENT AND TREASURER OF MEDWAY LUMBER & HOME SUPPLY, INC.



Peter J. Young
 Peter J. Young, Notary Public
 My Commission Expires:
 October 15, 2010

AFFIDAVIT

PETER B. LONGOBARDI, PRESIDENT AND TREASURER OF MEDWAY LUMBER & HOME SUPPLY, INC., named in the foregoing deed, make oath and say that the principal and interest obligations mentioned in the mortgage above referred to were not paid or tendered or performed when due or prior to the sale, and that MEDWAY LUMBER & HOME SUPPLY, INC.

published on September 2, 2009, September 9, 2009 and September 16, 2009 in the Milford Daily News

a newspaper published or by its title page purporting to be published in Mendon, Massachusetts, and having a circulation therein, 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, to the owner or owners of the equity of redemption and to junior lienors and by publishing as required by said statute as shown on the attached EXHIBIT A, hereto.

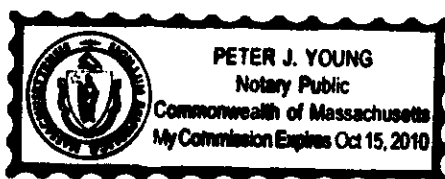
Pursuant to said notice at the time and place therein appointed, I sold the mortgaged premises at public auction by EDWIN J. PAYTON, a duly licensed auctioneer, to **MOHAMMAD ABOUCHLEIH** for **TWO HUNDRED THIRTY FOUR THOUSAND (\$234,000.00) DOLLARS** bid by **HUSAM ASFOOR**, agent for **MOHAMMAD ABOUCHLEIH** being the highest bid made therefore at said auction. See Assignment of Bid Document attached hereto as Exhibit B.

Peter B. Longobardi Pres + Treas
 PETER B. LONGOBARDI,
 PRESIDENT AND TREASURER

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS

On this 22nd day of October, 2009, before me, the undersigned notary public, personally appeared PETER B. LONGOBARDI, proved to me through satisfactory evidence of identification, who is personally known to me, to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for the stated purpose as PRESIDENT AND TREASURER OF MEDWAY LUMBER & HOME SUPPLY, INC.



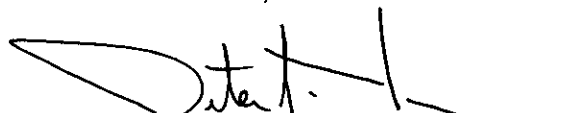

Peter J. Young, Notary Public
My Commission Expires:
October 15, 2010

EXHIBIT A

57 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 **EARL A. BERTHIAUME AND ELIZABETH M. BERTHIAUME** to **MEDWAY LUMBER & HOME SUPPLY, INC.**, dated October 5, 2005 and recorded with the Worcester County Registry of Deeds at Book 37498, Page 339, of which mortgage **MEDWAY LUMBER & HOME SUPPLY, INC.** is the present holder, for breach of the conditions of said mortgage and for the purposes of foreclosing, the same will be sold at Public Auction at **1:00 P. M.** on **September 30, 2009**, on the mortgaged premises located at **LOT 57 PARCEL "A" (57) NORTH AVENUE, MENDON, WORCESTER COUNTY, MASSACHUSETTS**, all and singular the premises described in said mortgage,

TO WIT:

A certain parcel of land with buildings thereon situated on the easterly side of North Avenue, Mendon, Worcester County, Massachusetts, being shown as Lot 57 Parcel "A" on a plan entitled "Plan of Land in Mendon, Mass. prepared for R. Christopher Noonan, Scale 1" = 40' dated October 10, 1996 by Andrews Survey & Engineering, Inc., 104 Mendon St. Uxbridge, Mass. 01569" and recorded with the Worcester County Registry of Deeds in Plan Book 712, Plan 95, to which plan reference may be had for a more particular description.

Subject to a Declaration of Protective Covenants Document dated January 30, 1997 and recorded with the Worcester County Registry of Deeds in Book 18605, Page 185.

For mortgagors title see deed recorded with the Worcester County Registry of Deeds in Book 25373, Page 4.

These premises will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, building, zoning and environmental laws, order of conditions, rights of tenants and parties in possession, covenants, liens or claims in the nature of liens, improvements, public assessment, any and all unpaid taxes, tax titles, tax liens, water 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 the sale. The balance is to be paid by certified or bank check at the Law Office of Peter J. Young Esquire, 106 Holliston Street, Medway, Massachusetts 02053, within thirty (30) days from the date of sale. The successful bidder at the sale of the premises shall be required

to sign a Memorandum of Sale containing the above terms at the Auction 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.

In the event that any successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale or the terms of the Memorandum of Sale executed by him/her at the time of the foreclosure, the mortgagee reserves the right to sell the mortgaged premises which is the subject of such default to the respective bidder who made the second highest bid on the mortgaged premises provided that the second highest 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 the default of the previously highest bidder. Title shall be conveyed to said second highest bidder within twenty (20) days of said written notice.

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, if any, to be announced at the sale.

**MED-
WAY LUMBER & HOME SUPPLY,
INC.**

Present holder of said mortgage

By its Attorney,
Peter J. Young, Esquire
106 Holliston Street
Medway, MA 02053 (508) 498-
7508

AD#12044796
MDN 9/2, 9/9, 9/16/09

Exhibit "B"

ASSIGNMENT OF BID

For good and valuable consideration paid, the receipt of which is hereby acknowledged, **Husam Asfoor**, of 506 Avalon Way, Shrewsbury, Massachusetts, ("BUYER") under a Memorandum of Sale dated September 30, 2009 by and among Medway Lumber & Home Supply, Inc., concerning the property commonly known and numbered as 57 North Avenue, Mendon, Massachusetts, (the "MEMORANDUM"), hereby assigns all of her right, title and interest under the MEMORADUM to **Mohammad Abouchleih**, 11 Hitching Post Lane, Northborough, MA 01532;

SIGNED UNDER SEAL THIS 13th day of October, 2009.

Husam Asfoor
Husam Asfoor

COMMONWEALTH OF MASSACHUSETTS

Suffolk COUNTY, SS. _____, 2009

On this the 13 day of Oct, 2009, before me, Husam Asfoor the undersigned Notary Public, personally appeared _____ and _____

_____, proved to me through satisfactory evidence of identity, which was/were _____ not to be the person(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

Jayne Burdett
_____, Notary Public
My Commission Expires:

