

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 JAMES R. HINTON AND DARIEL A. HINTON

to said MILFORD FEDERAL SAVINGS AND LOAN ASSOCIATION

dated August 12, 1974 recorded with / Worcester County, Worcester District Deeds

book 5561, page 344, by the power conferred by said mortgage and

every other power, for FORTY THOUSAND (\$40,000.00) -----dollars

paid, grants to Walter A. Maxcey, Etta C. Maxcey ~~and Robert Maxcey~~, all of 32 Pickering Road, Blackstone, Worcester County, Massachusetts husband and wife, as tenants by the entirety and not as tenants in common the premises conveyed by said mortgage.

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COMMONWEALTH OF MASSACHUSETTS
RECORDED
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F.B. 11/75

Witness the execution and the corporate seal of said corporation this 1st day of February, 19 79

MILFORD FEDERAL SAVINGS AND LOAN ASSOCIATION

by: Paul D. Bozzini, President

The Commonwealth of Massachusetts

Worcester, ss. February 1, 1979

Then personally appeared the above named Paul D. Bozzini, President and acknowledged the foregoing instrument to be the free act and deed of MILFORD FEDERAL SAVINGS AND LOAN ASSOCIATION before me,

Alfred B. Cenedella, Jr. Notary Public - Justice of the Peace My commission expires 10-13-1983

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.

Recorded MAY 11 1979 at 3h.52m. PM

Affidavit

I, Paul D. Bozzini, President of the MILFORD FEDERAL SAVINGS AND LOAN ASSOCIATION

named in the foregoing deed, make

oath and say that the principal

interest and tax

obligations

were

mentioned in the mortgage above referred to / not paid or tendered or performed when due or prior to

the sale, and that MILFORD FEDERAL SAVINGS AND LOAN ASSOCIATION published on the

December 28, 1978, January 4, 1979 and January 11, 1979

day of

xxxx

in the Worcester Telegram/Gazette

a newspaper published or by its title page purporting to be published in Worcester

and having a circulation therein, a notice of which the following is a true copy. There being no newspaper published in Mendon, and the Worcester Telegram/Gazette having a general circulation in Mendon.

**MORTGAGEE SALE
OF REAL ESTATE**

By virtue and in execution of the POWER OF SALE contained in a certain mortgage given by JAMES R. HINTON AND DARIEL A. HINTON, HUSBAND AND WIFE, to MILFORD FEDERAL SAVINGS AND LOAN ASSOCIATION dated August 12, 1978 and recorded with Worcester District Deeds, Book 5516, Page 34, 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 10:00 o'clock A.M. on the 1st day of February A.D. 1979, at Washington Street, Mendon, Worcester County, Massachusetts all and singular the premises described in said mortgage.

To wit: "A certain tract of land in Mendon, Worcester County, Massachusetts, as shown on a plan of Land of M & T Trucking Co., Howard Miller, et al. Mendon, Mass., July 25, 1972, Scale 100' to an inch, John R. Andrews, Jr., Surveyor, said plan recorded in the Worcester District Registry of Deeds, Plan Book 367, Plan 57, and being more particularly bounded and described as follows:

Beginning at a point on the westerly side of Washington Street at the end of a stone wall, this being the northeasterly corner of the premises hereinafter described:

THE NCE: S. 33° 30' E. - 783.00 feet;
THE NCE: S. 36° 14' E. - 79.89 feet;
THE NCE: S. 32° 14' E. - 15.11 feet to other land of M & T Trucking; the last three courses being the westerly side of Washington Street;

THE NCE: S. 57° 40' W. - 330.0 feet by land of M & T Trucking to a point;

THE NCE: N. 25° 30' 20" W. - 437.01 feet by wall to a corner of walls;

THE NCE: N. 69° 42' E. - 272.20 feet by wall and land formerly of Ames to the piece of beginning.

Containing 131,820 square feet of land, more or less according to said plan.

The above mentioned premises are conveyed subject to an easement granted for a powerline and any other easements or rights of way of record so long as they are in force and are applicable.

Meaning and intending to convey and hereby conveying the same and all the same premises as were conveyed to us by Deed of Alton A. Rowell, dated August 12, 1978 to be recorded herewith, instrument # 29754.

Including as a part of the realty all portable or sectional buildings, stoves, ranges, heating apparatus including all oil and gas burner equipment, plumbing, rainfalls, 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.

Said mortgage subject to all taxes, including municipal taxes, betterments and liens.

Terms of Sale: One Thousand Dollars (\$1,000.00) to be paid in cash or certified check by the purchaser at the time and place of sale and the balance of the purchase price within 10 days after date of said auction.

Other terms to be announced at the sale.

Signed MILFORD FEDERAL SAVINGS AND LOAN ASSOCIATION

December 21, 1978
Paul D. Bozzini, President
Dec. 28-Jan. 4-11

Also complied with Chapter 244, Section 14 of Mass. Gen. Laws as amended by Chapter 342 of the Acts of 1975 and further amended by Chapter 629 of the Acts of 1977 by mailing the required notice registered mail, return receipt requested.

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

Edward D. Larkin, an auctioneer, to Walter A. Maxcey, Etta C. Maxcey
~~xxxxxxRxxxxxxRxxxxMxxxx~~

above named, for -----FORTY THOUSAND (\$40,000.00)-----dollars

bid by said Walter A. Maxcey, Etta C. Maxcey ~~and xxxxxxxxxRxxxxMxxxx~~

, being the highest bid made therefor at said auction.

MILFORD FEDERAL SAVINGS AND
LOAN ASSOCIATION

By: *Paul D. Bozzini*
Paul D. Bozzini, President

Signed and sworn to by the said Paul D. Bozzini,
President
February 1,

19 79, before me,

Alfred B. Cenedella
Notary Public -- ~~xxxxxxMxxxx~~
Alfred B. Cenedella Oct. 13, 1983
My commission expires.

Recorded MAY 11 1979 at 3 h.52m. PM