

MASSACHUSETTS FORECLOSURE DEED BY CORPORATION (LONG FORM) 919

Shawmut Bank, N.A.

duly established under the laws of the Commonwealth of Massachusetts

and having its usual place of business at One Federal Street, Boston, Massachusetts

holder of a mortgage

from Leonard A. Lanzarotto and Loretta F. Lanzarotto, Trustees of L & L Realty Trust

to Shawmut Bank, N.A.

dated November 7, 1988 recorded with Plymouth County Registry of Deeds book 8816, page 152, by the power conferred by said mortgage and every other power, for SIXTEEN THOUSAND DOLLARS (\$16,000.00) dollars

paid, grants to Raymond D. Bertrand, 679 Plymouth Street, Middleborough, Massachusetts 02346

Received & Recorded
PLYMOUTH COUNTY
REGISTRY OF DEEDS
17 OCT 1994 03:50PM
JOHN D. RIORDAN
REGISTER
Bk 13207 Pg 21

the premises conveyed by said mortgage.

The premises are conveyed subject to and with the benefit of all easements, restrictions, building and zoning laws, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession, existing encumbrances, and all other claims in the nature of liens, now existing or hereafter arising, having priority over the mortgage, if any there be. The premises are also conveyed subject to the right of redemption of the United States of America, if any there be.

DEEDS REG 18
PLYMOUTH

10/17/94

TAX 72.96
CHCK 72.96

61024000 15:39
EXCISE TAX

CANCELLED

Witness the execution and the corporate seal of said corporation this 20th

day of September, 1994

Shawmut Bank, N.A.
By: DA Ault, VP
David A. Ault
TITLE: Vice President

The Commonwealth of Massachusetts

Sassalk ss.

September 20, 1994

Then personally appeared the above named David A. Ault, Vice President and acknowledged the foregoing instrument to be the free act and deed of Shawmut Bank, N.A. before me,

Joseph H. Donnelly
Notary Public-XXXXXXXXXXXXXXXXXXXXX
My commission expires 2/22 1996

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.

Affidavit

David A. Ault, Vice President of Shawmut Bank, N.A.
named in the foregoing deed, make
oath and say that the principal and interest

obligation s

mentioned in the mortgage above referred to were not paid or tendered or performed when due or prior to the sale,

and that Shawmut Bank, N.A. published on the
4th day of August, 1994, the 11th day of August, 1994 and the 18th day
of August, 1994

in the Middleboro Gazette

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

and having a circulation therein, a notice of which the following is a true copy

(INSERT ADVERTISEMENT)

(See Exhibit "A" annexed hereto and incorporated herein by reference.)
I have complied with Chapter 244, Section 14 of Massachusetts General
Laws, as amended, by mailing the required notices by Certified Mail,
Return Receipt Requested.

Pursuant to said notice at the time and place therein appointed, the Sale, originally scheduled
for August 30, 1994 at 10:00 A.M., was postponed by public proclamation
to September 16, 1994 at 10:00 A.M., on the mortgaged premises, at
which time and place

Shawmut Bank, N.A.

sold the mortgaged premises at public auction by

James McCloy of the Jumps Company an auctioneer, to Raymond D. Bertrand

above named, for SIXTEEN THOUSAND DOLLARS (\$16,000.00) dollars

bid by Raymond D. Bertrand

, being the highest bid made therefor at said auction.

[Signature of David A. Ault]
David A. Ault

Signed and sworn to by the said David A. Ault

September 20, 1994, before me,

[Signature of Notary Public]
Notary Public -- xxxxxxxxxxxxxxxxxxxxxxxx
My commission expires 2/22 1996

**MORTGAGEE'S NOTICE OF
SALE OF REAL ESTATE**

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Leonard A. Lanzarotto and Loretta F. Lanzarotto, Trustees of L & L Realty Trust to Shawmut Bank, N.A. dated November 7, 1988 and recorded with the Plymouth County Registry of Deeds at Book 8816, Page 152, 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 commencing at 10:00 A.M. on the 30th day of August, 1994 upon the mortgaged premises, being all and singular the premises described in said Mortgage, to wit:

The land with the buildings thereon, situated in Middleborough, Plymouth County, Massachusetts, on the northeasterly side of Centre Street, bounded and described as follows:

Beginning at a stone bound on the northeasterly side of said Centre Street, the West corner of the premises herein described and the South corner of the homestead formerly of Elizabeth M. Ryder;

thence in line of said Ryder and also in line of stone posts, North about 40 degrees 50' East about 129.36 feet to a stone post;

thence South 71 degrees 23' East 50.22 feet to a concrete bound and set flush with the ground and marked with a shallow drill hole for a corner in line of land formerly of Jacob G. Sparrow;

thence in said line about south 44 degrees 03' West 82.52 feet to an iron pipe distant 15 feet 9 inches Southeasterly from the East corner of the main body of the building on the said described premises;

thence still in line of land formerly of said Jacob G. Sparrow, South 40 degrees 44' West 63.83 feet to Centre Street;

thence in line of said Centre Street North 52 degrees 21' West 42.50 feet to the bound first mentioned.

Subject to and with the benefit of all rights, easements, conditions, agreements, reservations and restrictions of record, if any there be, insofar as are now in full force and applicable.

For title, see deed of Philip J. McMahon and Kathleen M. McMahon to Mortgagee recorded herewith [Book 8816, Page 151].

TERMS OF SALE: The mortgaged premises are to be sold subject to and with the benefit of all easements, restrictions, building and zoning laws, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession, existing encumbrances, and all other claims in the nature of liens, now existing or hereafter arising, having priority over the Mortgage, if any there be. The mortgaged premises are also sold subject to the right of redemption of the United States of America, if any there be.

A deposit of FIVE THOUSAND DOLLARS (\$5,000.00) shall be required to be made to the mortgagee in cash, by certified check or by bank cashier's check at the time and place of sale. The balance of the purchase price is to be paid to the mortgagee in cash, by certified check or by bank cashier's check in or within thirty (30) days from the date of the sale, with time being of the essence.

Other terms, if any, to be announced at the sale.

Shawmut Bank, N.A.
Present Holder of said Mortgage,
By Its Attorneys,
Riemer & Braunstein
Robert M. Carney
Three Center Plaza
Boston, Massachusetts 02108
(617) 523-9000
August 1, 1994
Aug. 4, 11, 18, 1994

← END OF INSTRUMENT →