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## **BIDDER'S INFORMATIONAL PACKAGE**

### **620 QUAKER HIGHWAY UXBRIDGE, MASSACHUSETTS**

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## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Stephen M. Griff to MONSON SAVINGS BANK, dated September 29, 2000 and recorded in the Worcester County Registry of Deeds at Book 23058, Page 151, 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 11:00 A.M. on February 16, 2011, on the mortgaged premises in Worcester County, Massachusetts, all and singular the premises described in said mortgage, and having an address of 620 Quacker Highway, Uxbridge, Massachusetts.

TO WIT: That certain parcel of land with any improvements thereon situated on the northeasterly side of Quacker Highway and the southwesterly side of River Road in the southerly part of Uxbridge, Worcester County, Massachusetts, bounded and described as follows: Beginning at the most easterly corner of the premises herein described on the southwesterly side of River Road and at a corner of land of one Walenty formerly of George W. Thayer; Thence Northwesterly by and with River Road, 112 feet to land now or formerly of Roger R. Cousineau et al; Thence S. 67E W., by said Cousineau land 496 feet to a stone bound; Thence S. 20E E., by said Cousineau land 71 feet to a stake; Thence S. 75E W., by said Cousineau land 306 feet to a post; Thence S. 68E 15' W., by said Cousineau land 385 feet to a post on the northeasterly side of said Quacker Highway; Thence Southeasterly by and with said Quacker Highway on a curved line of 1560 feet radius, 26 feet to a point; Thence S. 57E 35' E., by and with said Quacker Highway 366 feet to a point; Thence S. 79E E., by and with Old Ironstone Road 143 feet to a corner of land of Bernice Renfrette; Thence N. 10E 30' E., with said Renfrette land 165 feet; Thence S. 76E 14" E., with said Renfrette land 247.26 feet to said Walenty land; Thence N. 33E 48' E., with said Walenty land 710.48 feet more or less to the Southwesterly side of said River Road, the point of beginning. Excepting from the above described premises that portion thereof which was conveyed by Francis P. Renfrette et ux to Richard R. Phaneuf and Caron N. Phaneuf by deed dated February 23, 1972 and recorded in said Deeds Book 5198, Page 92.

### Terms of Sale:

\$5,000.00 Dollars is required to be paid in cash, certified check or bank cashier's check as earnest money by the purchaser at the time and place of sale of the premises to be held by the Mortgagee, the balance to be paid in full in cash, certified check or bank cashier's check within thirty (30) days thereafter at the offices of Peskin, Courchesne & Allen, P.C., 101 State Street, Suite 401, Springfield, Massachusetts. The deed will be delivered contemporaneously therewith. The purchaser will be responsible for all closing costs, State documentary tax stamps, and all recording fees. The successful bidder at the sale shall be required to sign a Memorandum of Sale containing the above terms at the auction sale.

Other terms to be announced at the time and place of the sale.

The description for the premises contained in said mortgage shall control in the event of a typographical error in this publication.

Monson Savings Bank, present holder of said mortgage, by its attorney,

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Nyles L. Courchesne, Esq.  
Peskin, Courchesne & Allen, P.C.  
101 State Street, Suite 401  
Springfield, MA 01103  
(413) 734-1002

Dated: (June 7, 14 and 21, 2010)

ANNOUNCEMENT OF OTHER TERMS AND CONDITIONS OF FORECLOSURE SALE AT  
PUBLIC AUCTION OF THE PREMISES DESCRIBED IN A MORTGAGE GIVEN BY STEPHEN M.  
GRIFF TO MONSON SAVINGS BANK, OF THE PREMISES DESCRIBED IN SAID MORTGAGE  
AND KNOWN AS 620 QUAKER HIGHWAY, UXBRIDGE, MA

You have heard the reading of the Mortgagee's Sale of Real Estate.

This real estate is being sold at public auction for the purpose of foreclosing the mortgage given by STEPHEN M. GRIFF as specified in the Mortgagee's Sale of Real Estate, and will be sold to the highest bidder who complies with the terms of that notice and of this Announcement, and makes the required deposit of \$5,000.00 Dollars, and signs the Memorandum of Mortgagee's Sale of Real Estate. This Announcement, the Mortgagee's Sale of Real Estate, and the Memorandum of Mortgagee's Sale of Real Estate are referred to throughout this announcement as the "Sale Documents".

The premises described in the mortgage are being sold:

1. Subject to any facts that would be disclosed by an accurate survey of the premises.
2. Subject to any facts disclosed by an environmental survey of the premises pursuant to Massachusetts General Laws Chapter 21E, and to all laws, rules and regulations relating to environmental matters and hazardous waste material.
3. Subject to all pertinent state or municipal rules, regulations, codes and bylaws applicable to the premises.
4. Subject to and with the benefit of all restrictions, rights of way, easements, riparian rights and rights of flowage of record to the extent the same are in force and applicable, improvements, 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 and having preference over the mortgage, if any.

We have obtained a municipal lien certificate dated January 26, 2011 and on information and belief, outstanding taxes, utility charges and other charges due totaled \$3055.31 as of that date.

There may be additional taxes, water and sewer charges due, plus interest and charges on this amount as of the day of closing. Neither the Mortgagee nor the Auctioneer make any warranty or representation as to the accuracy or completeness of this tax, water and sewer information, and the payment of the amount recited will be the sole responsibility of the high bidder. The high bidder will be responsible for all recording costs, for the cost of Massachusetts revenue documentary tax stamps, and for all of its closing costs. Title to the property will be conveyed by Foreclosure Deed under statutory power of sale, subject to all matters of record and matters specified in the Sale Documents.

This sale is subject to any Bankruptcy petition previously filed by the Mortgagor and still in effect.

The sale is subject to any redemption rights of the United States Government allowed by law with regard to any Federal Tax Lien.

The property is being sold in "As Is" condition and as presently occupied, and the high bidder has made such inspection of the property as desired, and the property is acceptable in its "As Is" condition. The Mortgagee makes no representations or warranties as to the following matters: the condition of the property; compliance of the property with applicable state or local building and housing codes, regulations or ordinances; zoning or planning board regulations or ordinances; state of title; outstanding charges for water and sewer or other utilities; compliance with federal, state or local environmental, health and safety

laws and regulations; and the amount owed to the holder of a senior mortgage, if any.

The Mortgagee may bid at the sale through its authorized agent, who will not be required to pay the deposit specified in the Mortgagee's Sale of Real Estate. The sale shall not be complete until the high bidder has paid the required deposit and signed the Sale Documents where necessary.

The high bidder shall forfeit its deposit if it defaults in its purchase of the property according to the terms of the Sale Documents. The Mortgagee may then, at its option, sell the property to the second high bidder, provided that the second high bidder pays the required deposit to the Mortgagee's attorney within three (3) business days of being notified in writing of the default of the high bidder. The second high bidder shall then be required to complete its purchase of the property within thirty (30) days of the date of the notice, and in accordance with the terms of the Sale Documents. In the event that both the high bidder and the second high bidder default in their purchase of the property according to the terms of the Sale Documents, or should either party fail to close on the property for any reason, the Mortgagee may then, at its option, acquire title to the Property for the amount bid by the second high bidder.

All bidders should take into consideration that this sale is subject to all of the foregoing, and that time is of the essence of this Announcement and of each and every term of the Sale Documents.

Executed as a sealed instrument on March 15, 2011

BUYER/HIGH BIDDER

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Address

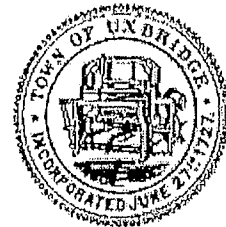
\_\_\_\_\_  
Telephone No.

AUCTIONEER

\_\_\_\_\_  
Monson Savings Bank.  
By its Attorneys

\_\_\_\_\_  
Nyles L. Courchesne, Esq.  
Peskin, Courchesne and Allen, P.C.  
101 State Street, Suite 401  
Springfield, MA 01103  
413-734-1002

The Commonwealth of Massachusetts  
Office of the Collector of Taxes  
Town of Uxbridge  
Municipal Lien Certificate



Number: 3952  
1/26/2011

Peskin Courchesne Allen P.C.  
101 State Street  
Springfield, Ma 01103-2066

I Certify from available information that all taxes, assessments, and charges, now payable that constitute liens as of the date of this certificate on the parcel of real estate specified in your application received on 1/26/2011 are listed below:

DESCRIPTION OF PROPERTY

Parcel Identifier	450303200000	Assessed Owner	GRIFF STEPHEN M
Account	50	Additional Owner	
Location of Property	620 QUAKER HWY	Supposed Present Owner	
Acreage	8.35 Acres	Legal Reference	Book 23058 Page 150 Deed Date 9/29/2000

VALUATION

FY 2011	Residential	Rate1	Open Space	Rate 2	Commercial	Rate 3	Industrial	Rate 4	Exempt
	0	13.72	0	13.72	284,500	13.72	0	13.72	0

ASSESSMENT

	2011 1st Quarter	2011 2nd Quarter	2011 3rd Quarter	2011 4th Quarter	FY 2010	FY 2009
Preliminary Tax	\$897.64	\$897.64			\$1,562.32	\$1,423.40
Actual Tax			\$1,054.03	\$1,054.03	\$2,028.24	\$1,701.23
Interest To Date	\$0.00	\$29.61	\$0.00	\$0.00	\$0.00	\$0.00
Credits	\$897.64				\$3,590.56	\$3,124.63
Interest Credit	\$0.00				\$0.00	\$0.00
Per Diem	\$0.00	\$0.34	\$0.00	\$0.00	\$0.00	\$0.00
Balance Due	\$0.00	\$927.25	\$1,054.03	\$1,054.03	\$0.00	\$0.00

Property Tax Interest Per Diem \$0.34  
Committed Tax Balance \$3,035.31

All parcels in the Town of Uxbridge are subject to supplemental tax assessments under M.G. L. Chap. 59 Sec. 2D.

Quarterly billing due dates 08/02/2010 11/01/2010 02/01/2011 and 05/02/2011. Interest accrues the day after the due date. Postmark is not accepted.

Please contact the DPW for a final water and sewer reading 508-278-8616.

All of the amounts listed above are to be paid to the Collector. I have no knowledge of any other lien outstanding.  
INFORMATION ON THIS CERTIFICATE IS COMPLETE AS OF 1/26/2011

David A Genereux

Collector of Taxes

MEMORANDUM OF MORTGAGEE'S SALE OF REAL ESTATE

Sale Date: MARCH 15, 2011

Property: 620 QUAKER HIGHWAY, UXBRIDGE, MA

Mortgagor: STEPHEN M. GRIFF

Mortgagee: MONSON SAVINGS BANK.

Mortgage: WORCESTER COUNTY REGISTRY OF DEEDS, BOOK 23058, PAGE 151

The Buyer, or its nominee, acknowledges purchase at public auction from the Auctioneer, on behalf of the Mortgagee, the real estate known as 620 QUAKER HIGHWAY, UXBRIDGE, MA described in the Mortgagee's Sale of Real Estate published in WORCESTER TELEGRAM, subject to the terms and conditions of that Notice, and to the Additional Terms and Conditions of Foreclosure Sale announced by the Auctioneer, which are incorporated herein by reference, for a bid of \$\_\_\_\_\_. The Buyer may assign its bid to a nominee following the sale, provided the Mortgagee is first given written notice of the assignment. The nominee shall be bound by the terms of the sale documentation, as if its signature was originally set forth thereon.

The Buyer acknowledges that the Auctioneer read the Mortgagee's Sale of Real Estate and the Announcement of Other Terms and Conditions. The Buyer understood the terms of these documents, acknowledges that the sale was conducted in accordance with same, and agrees, for itself and its nominee, to be bound by the terms of same.

The Auctioneer accepts the bid of the Buyer as the highest bid at the sale, and acknowledges receipt of a deposit from the Buyer of \$5,000.00 Dollars, which shall be forfeited to the Mortgagee in the event the Buyer fails to comply with the terms of sale. In the event the deposit is forfeited, the Mortgagee shall not be required to apply the deposit to the outstanding debt and shall be free to use same as it sees fit, and any such use shall not release the Buyer from its obligations under this Agreement, the Mortgagee reserving the right to pursue and/or cease to pursue any and all remedies, at law or in equity, for the Buyer's default under this Agreement. In the event the Mortgagee is unable or prohibited as a matter of law from completing the sale to the Buyer, the damages of the Buyer shall be limited to the return of the deposit, together with any additional sums that may have been paid to the Mortgagee by the Buyer towards the purchase price.

The Buyer agrees to pay the balance of the purchase price to the Mortgagee in cash, cashier's check or certified check within thirty (30) days from the date of this Agreement, at the office of the Mortgagee's counsel, Nyles L. Courchesne, Esq., Peskin, Courchesne & Allen, P.C., 101 State Street, Suite 401, Springfield, MA. The deed will then be delivered to the Buyer. The sale proceeds shall then be delivered to the Mortgagee, who shall convey title to the property to the Buyer by foreclosure deed in accordance with the terms and conditions of this Agreement.

The acceptance of the deed by the Buyer shall be deemed to be a full performance and discharge of each and every obligation of the Mortgagee under this and the other sale documentation.

The Buyer acknowledges that it has performed its own due diligence with respect to its purchase of the property, that it has made such inspection of the property as is desired, and the property is sold "As Is" and "Where Is", and without any representations or warranties of the Mortgagee regarding the condition of the property; compliance of the property with applicable state or local building and housing codes, regulations or ordinances; zoning or planning board regulations or ordinances; state of title; outstanding charges for water and sewer or other utilities; and/or compliance with federal, state or local environmental laws and regulations. Furthermore, the Buyer acknowledges that the property is sold subject to and with the benefit of all restrictions, easements, improvements, existing occupancies, 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 or to which the Mortgage has of record been subordinated.

The Buyer shall pay its own closing costs, title examination costs, recording costs, state excise tax stamps and recording fees necessary to complete this transaction. The Buyer acknowledges that the Mortgagee shall not be required to provide it with a smoke detector certificate under M.G.L. c 148, and the Buyer understands that it will not have an opportunity to inspect the property for the presence of any hazardous material, lead paint or asbestos if any, which may be the subject of Massachusetts General Laws 21E or Massachusetts General Laws Chapter 111 Section 190-199 and/ or regulations promulgated thereunder .

The Buyer acknowledges that it may be unable to obtain title insurance for the property without the so-called "creditors' rights exception" if the Buyer's title insurance company concludes that the purchase price is not sufficient. The Buyer acknowledges that the Mortgagee shall have no obligation to cause the title insurance company to remove the "creditors' rights exception" from the Buyer's title insurance policy, nor shall the Mortgagee be required to provide the Buyer with its appraisal of the property, if any, and that the Buyer shall be required to complete its purchase of the property even if the Buyer's title insurance company refuses to issue an insurance policy without the "creditors' rights exception".

The Buyer acknowledges that it has not been influenced by the Mortgagee to enter into this transaction nor has it relied upon any representations or warranties of the Mortgagee or any other party, expressed or implied, not set forth in this Agreement, in the Mortgagee's Sale of Real Estate, or in the Announcement of Other Terms and Conditions of Foreclosure Sale. Furthermore, the Buyer acknowledges that any promotional advertising done by the Mortgagee in anticipation of the sale was based upon information available to the Mortgagee from public sources, that the Mortgagee makes no representation or warranty as to the accuracy or completeness of said information, and the Buyer accepts said property in its "as is" condition, notwithstanding the contents of any such advertising.



From the date of execution of this Agreement until the delivery and recording of the foreclosure deed, the Buyer shall indemnify, defend and hold the Mortgagee harmless for any loss or liability incurred while the Mortgagee is in possession of the property. The Buyer is advised to obtain insurance coverage for the property if it deems such coverage appropriate. No personal property of any nature is included in this sale, unless specified herein to the contrary.

Time is of the essence to this Agreement.

Executed as a sealed instrument on March 15, 2011

Buyer:

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Signature

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Name (print)

---

Signature

---

Name (print)

---

Address

---

Telephone No.

Monson Savings Bank  
By its Attorneys

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Nyles L. Courchesne  
Peskin, Courchesne and Allen, P.C.  
101 State Street, Suite 401  
Springfield, MA 01103  
413-734-1002

Auctioneer

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