



MASSACHUSETTS EXCISE TAX
Worcester District ROD #20 001
Date: 04/10/2015 12:37 PM
Ctrl# 140350 15119 Doc# 00030557
Fee: \$278.16 Cons: \$61,000.00

MASSACHUSETTS FORECLOSURE DEED

Webster First Federal Credit Union

a Corporation duly established under the laws of the United States of America and having its usual place of business at 271 Greenwood Street, Worcester, Massachusetts

the current holder of a mortgage from **Joseph E. DeCoff II**

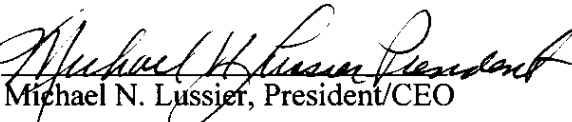
to it

dated **October 23, 2002** and recorded with the Worcester District Registry of Deeds in Book **27873**, Page **190**,

by the power conferred by said mortgage and every other power for **Sixty-One Thousand (\$61,000.00) Dollars** paid,

grants to **Jebola Properties Incorporated** of 15 Marble Road, Spencer MA, the premises conveyed by said mortgage. The premises are conveyed subject to and with the benefit of all rights, restrictions, easements, improvements, outstanding tax titles, municipal or other public taxes, assessments, betterments, liens or claims in the nature of liens or claims in the nature of liens and existing encumbrances of record created prior to the mortgage, or entitled to precedence over the mortgage, if any, insofar as the same are still in force and applicable to the premises. The street address of the premises is: 10 Charron Street, Spencer, MA

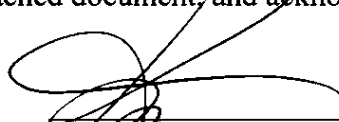
Witness the execution and the corporate seal of said corporation this 6th day of April, 2015.
Webster First Federal Credit Union

By: 
Michael N. Lussier, President/CEO

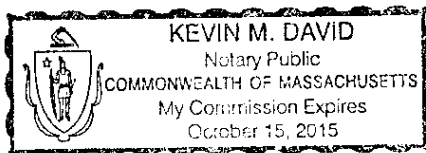
COMMONWEALTH OF MASSACHUSETTS

County of Worcester

On this 6th day of April, 2015, before me, the undersigned Notary Public, personally appeared Michael N. Lussier, as President/ CEO of Webster First Federal Credit Union, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person (s) whose names are signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose(s).



Kevin M. David, Notary Public
My commission expires: 10/15/2015





AFFIDAVIT

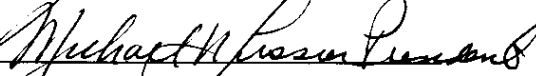
I, Michael N. Lussier, the President and CEO of Webster First Federal Credit Union named in the foregoing deed, make oath and say that the principal and interest obligations mentioned in the mortgage above referred to were not paid or tendered, or performed when due or prior to the sale, and that I caused to be published on the 30th of January 2015, 6th and 13th day of February 2015, in the Spencer New Leader, a newspaper published in Worcester County, having a general circulation in Spencer, a notice of which the following is a true copy:

(See attached Exhibit A—Legal Advertisement)

I also complied with Chapter 244, Section 14 of the Massachusetts General Laws, as amended, by mailing the required notices by certified or registered mail, return receipt requested.

Pursuant to said notice, on February 24, 2015 at 10:00 AM by public proclamation and at the said time and place appointed, Webster First Federal Credit Union sold the mortgaged premises at public auction by Stephen E. Dean, a licensed auctioneer, of Dean & Associates to **Jebola Properties, Incorporated** for **Sixty-One Thousand and 00/100 Dollars (\$61,000.00)** bid by **Jebola Properties, Incorporated**, being the highest bid made therefore at said auction.

Webster First Federal Credit Union

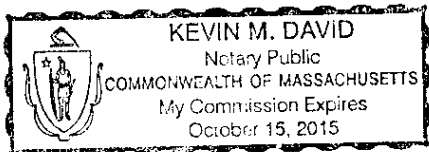
By 

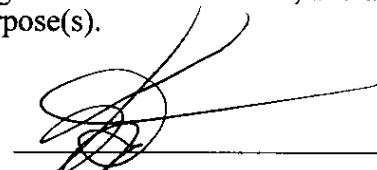
Michael N. Lussier, President/CEO

COMMONWEALTH OF MASSACHUSETTS

County of Worcester

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Kevin M. David, Notary Public

My commission expires: 10/15/2015

EXHIBIT A

**MORTGAGEE'S SALE
OF REAL ESTATE
10 Charron Street
Spencer, MA**

By virtue and in execution of the Power of Sale contained in a certain mortgage given by **Joseph E. DeCoff II** to the **Webster First Federal Credit Union** dated October 23, 2002 and recorded in Worcester District Registry of Deeds in Book 27873, Page 190, of which mortgage the undersigned is the present holder for breaching conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction, on the premises described in said mortgage on the **24th day February, 2015 at 10:00 A.M.** at the mortgaged premises **10 Charron Street, Spencer, MA**, all and singular, the premises conveyed by said mortgage, and therein described as follows:

A certain parcel of land with the buildings, situated on the westerly side of Charron Street, in Spencer, MA and being shown as Lot # 2 on a plan of land surveyed for Daniel P. and Barbara A. Meloche, dated March 8, 1995, by Donald A. Para, Land Surveyor, Inc., and being recorded with the Worcester District Registry of Deeds in Plan Book 692, Plan 66.

Beginning at an iron pipe at the northeasterly corner of lot to be described, on the westerly side of Charron Street and at the southeasterly corner of land of Joseph and Claire DeCoff;

Thence S. 5 degrees 29' 40" W., along the westerly side of Charron Street, 19.37 feet to a point;

Thence S. 11 degrees 19' 24" E., along the westerly side of Charron Street, 121.65 feet to a point;

Thence N. 83 degrees 54' 55" W., along Lot # 1, 181.80 feet to an iron pipe;

Thence N. 15 degrees 53' 11" W., along land now or formerly owned by Joseph W. and Clara Auclair, 96.11 feet to an iron pipe;

Thence N. 7 degrees 24' 43" E., along land now or formerly owned by Claude Larcheveque, 33.62 feet to an iron pipe;

Thence S. 87 degrees 56' 41" E., along land of said DeCoff 180.83 feet to the point of beginning.

Containing an area 23,904 square feet.

Being the same premises conveyed to grantor by deed dated March 29, 2000 and recorded in the Worcester District Registry of Deeds in Book 22452, Page 160.

The said premises will be sold subject to and with the benefit of all restrictions, easements, improvements, outstanding tax titles, mortgages, liens, rights of tenants and parties in possession, unpaid taxes, municipal liens and other public taxes, assessments or liens, having priority over the mortgage described herein, if any. The above described lot is sold subject to the requirements of the Title V standards for subsurface sewerage disposal system 310CMR 15.00 et al. 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.

In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of the Notice of Sale and/or the terms of the Memorandum of Sale agreement executed at the time of the foreclosure, the Mortgagee reserves the right, but not the obligation, to sell the property by Foreclosure Deed to the second highest bidder provided that the second highest bidder shall deposit with the Mortgagee's attorney, Kevin M. David, Esquire, the amount of the required deposit as set forth herein

within three (3) working days after written notice of default of the previous highest bidder, and the balance of the sale price shall be paid by certified or bank check by the purchaser, and the deed shall be delivered to said second highest bidder, within twenty-nine (29) days of such notice.

TERMS OF SALE: Cash, cashier's or certified check in the sum of Five Thousand (\$5,000.00) Dollars as a deposit must be shown at the time and place of the sale in order to qualify as a bidder (the mortgage holder and its designee are exempt from this requirement); high bidder must sign a Memorandum of Sale upon acceptance of bid and tender deposit of \$5,000.00 in cash or by certified or bank treasurer's check. The balance is to be paid in cash or by certified or bank treasurer's or cashier's check within thirty (30) days thereafter to be deposited with Kevin M. David, Esquire, 271 Greenwood Street, Worcester, MA 01607. A foreclosure deed will be delivered upon payment of the balance due. The description of the premises in said mortgage shall control in the event of an error in this publication. Other terms, if any, to be announced at the sale.

WEBSTER FIRST FEDERAL CREDIT UNION

Present Holder of Said Mortgage
Kevin M. David

Attorney for the Mortgagee
271 Greenwood Street
P.O. Box 70505

Worcester, MA 01607

Dated: January 30, February 6,
February 13, 2015

Jan. 30, 2015

Feb. 6, 2015

Feb 13, 2015