

KNOW ALL MEN BY THESE PRESENTS
That FLEET BANK OF MASSACHUSETTS, NA, successor in interest to HERITAGE.NIS BANK FOR SAVINGS, formerly known as HERITAGE BANK FOR SAVINGS AND FLEET/HERITAGE BANK

BK421560301

a corporation duly established under the laws of the United States of America
and having its usual place of business at 109 Main St., Northampton, Hampshire County,
Massachusetts holder of a mortgage

from Rajiv Lochan

to HERITAGE.NIS BANK FOR SAVINGS

dated November 19, 1986 recorded with Hampshire Registry of Deeds

book 2851 , page 160 , by the power conferred by said mortgage and
every other power, for THIRTY ONE THOUSAND EIGHT HUNDRED AND FIFTY (\$31,850.00) dollars

paid, grants to Fleet Bank of Massachusetts, NA, a United States Banking Corporation
with an usual place of business at 109 Main Street, Northampton, MA

the premises conveyed by said mortgage.

(See Schedule A description sheet attached hereto and made a part hereof)

19 Phillips St., Amherst, MA

TAX
198-24
145.28
CHECK
2125A106 89295
EXCISE TAX
MASS.
CANCELED
DEEDS REC. 13
HAMPSHIRE

BK4215PG0302

Witness the execution and the corporate seal of said corporation this ¹² day of May, 19 93 FLEET BANK OF MASSACHUSETTS, NA, successor in interest to HERITAGE.NIS BANK FOR SAVINGS f/k/a HERITAGE BANK FOR SAVINGS AND FLEET/HERITAGE BANK

BY *Maryellen M. Bergonzi, Asset Manager*
Maryellen M. Bergonzi - Asset Manager

The Commonwealth of Massachusetts

Hampshire ss. May 12 1993

Then personally appeared the above named Maryellen M. Bergonzi

and acknowledged the foregoing instrument to be the free act and deed of Fleet Bank of Massachusetts, NA, successor in interest to Heritage.NIS Bank for Savings, f/k/a Heritage Bank for Savings and Fleet/Heritage Bank before me,

Roger A. Walaszek
Roger A. Walaszek, Esq. Notary Public

My commission expires September 16 19 94

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.

BK4215PG0303

Affidavit

Maryellen M. Bergonzi, Asset Manager of Fleet Bank of Massachusetts, NA, successor in interest to Heritage.NIS Bank for Savings 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 published on the

9th, 16th and 23rd days of April 19 93 in the Daily Hampshire Gazette

a newspaper published or by its title page purporting to be published in Northampton, Hampshire County, MA and having a circulation therein, a notice of which the following is a true copy there being no newspaper published in Amherst, Massachusetts, and the Daily Hampshire Gazette having a general circulation in said Amherst

(INSERT ADVERTISEMENT)

See Schedule B attached hereto and made a part hereof

I also complied with Chapter 244, Section 14, the 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, I

sold the mortgaged premises at public auction by

David A. Mendel an auctioneer, to Fleet Bank of Massachusetts, NA

above named, for THIRTY ONE THOUSAND EIGHT HUNDRED AND FIFTY (\$31,850.00) dollars

bid by Fleet Bank of Massachusetts, NA

, being the highest bid made therefor at said auction.

Maryellen M. Bergonzi, Asset Manager
Maryellen M. Bergonzi

Signed and sworn to by the said Maryellen M. Bergonzi

May 12, 19 93, before me,

Roger A. Wolaszek
Roger A. Wolaszek, Esq. Notary Public

My commission expires September 16, 1994

BK4215PG0304

The land in Amherst, Hampshire County, Massachusetts, together with the buildings thereon, situated on the Northerly side of Phillips Street, bounded and described as follows:

Beginning at an iron pipe at the Southwest corner of the premises herein described, it being the Southeast corner of land now or formerly of S. A. Phillips; thence running NORTHERLY on said Phillips land one hundred fifteen (115) feet, more or less, to an iron pipe at land now or formerly of one Crane and others; thence EASTERLY on land of said Crane and others sixty-five (65) feet to an iron pipe at land now or formerly of said Phillips; thence SOUTHERLY on said Phillips land one hundred twenty (120) feet, more or less, to a pipe set at the North side of said Phillips Street; thence running WESTERLY on said Phillips Street sixty-five (65) feet to the point of beginning.

Being all the same premises described in deed of Jolayne J. Hinkel to Rajiv Lochan dated Novemer 18, 1986 and recorded with the Hampshire County Registry of Deeds.

SCHEDULE A

SCHEDULE B**MORTGAGOR'S SALE OF REAL ESTATE**

Premises 19 Phillips Street, Amherst, MA
 By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Rajiv Lochan to Heritage/NIS Bank for Savings, 1/2 Heritage Bank for Savings and Fleet/Heritage Bank, n/a Fleet Bank of Massachusetts, NA, said Mortgage being dated November 18, 1984 and recorded with the Hampshire County Registry of Deeds in Book 2851, Page 160, of which Mortgage the undersigned is the present holder, for breach of the conditions in said Mortgage contained and for the purpose of foreclosing the same will be sold at Public Auction at 12:00 o'clock noon on Thursday, May 4, 1993, upon the mortgaged premises at 19 Phillips Street, Amherst, Massachusetts, all and singular the premises described in said Mortgage, to wit:

The land in Amherst, Hampshire County, Massachusetts, together with the buildings thereon, situated on the Northerly side of Phillips Street, bounded and described as follows:

Beginning at an iron pipe at the Southwest corner of the premises herein described, it being the Southeast corner of land now or formerly of S.A. Phillips; thence running NORTHERLY on said Phillips land one hundred (100) feet, more or less, to an iron pipe at land now or formerly of one Crane and others; thence EASTERLY on land of said Crane and others sixty-five (65) feet now or formerly of said Phillips; thence SOUTHERLY on said Phillips land one hundred twenty (120) feet, more or less, to a pipe set at the North side of said Phillips Street; thence running WESTERLY on said Phillips Street sixty-five (65) feet to the point of beginning.

Being all the same premises described in deed of Jolayne J. Hinkel to Rajiv Lochan dated November 18, 1984 and recorded with the Hampshire County Registry of Deeds.

Said premises will be sold and conveyed subject to all unpaid taxes, tax liens, water and sewer assessments, municipal liens and assessments, if any, which take precedence over the mortgage above described. Said premises will also be sold and conveyed subject to prior lease or other enforceable encumbrances of record entitled to priority over this Mortgage, and subject to and with the benefit of all easements, restrictions, reservations and conditions of record, if any there be, insofar as such are in force and applicable. Said premises will also be sold subject to all leases and tenancies or occupation by persons on the premises now and at the time of said auction sale, which tenancies or occupation are subject to said Mortgage and to all rights or claims in personal property installed by tenants or former tenants now located on the premises, belonging to said tenants or occupants, and also subject to all laws and ordinances, including but not limited to, all building and zoning laws and ordinances. It shall be the bidder's sole responsibility to ascertain all items described in this Notice and no representations are made concerning compliance with any applicable zoning, building, sanitary or other state and/or municipal regulations, laws or ordinances.

TERMS OF SALE: Five Thousand Dollars (\$5,000.00) will be required to be paid in cash or by certified or bank cashier's check by the purchaser at the time and place of sale. The balance of the purchase price shall be paid in cash or by certified or bank cashier's check, and the deed shall be delivered at the closing, which shall be held at the office of Grub & Walaszek, Attorneys at Law, 76 Gothic Street, Northampton, Massachusetts, within thirty (30) days after the foreclosure sale, unless the Mortgage Holder otherwise agrees, time being of the essence. The purchaser shall be responsible for all closing costs, Massachusetts deed excise stamps, and all recording fees.

This sale may be postponed or adjourned from time to time, if necessary, by the attorney for the Mortgagee at the scheduled time and place of sale. The description of the premises contained in said Mortgage shall control in the event of a typographical error in this publication.

The successful bidder shall be required to sign a Memorandum of Sale containing the above terms at the auction sale.

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

FLEET BANK OF MASSACHUSETTS, NA
1/2 FLEET/HERITAGE BANK, HERITAGE

BANK FOR SAVINGS AND HERITAGE/NIS BANK FOR SAVINGS

Present Holder of said Mortgage
 By Maryellen M. Bergoni
 Its Asset Manager

FROM THE OFFICE OF:

Roger A. Walaszek, Esq.
 Grub & Walaszek
 76 Gothic Street
 Northampton, MA 01060
 Attorney for the Mortgage Holder
 Dated: April 7, 1993

30-April 9, 1993

Date: June 1, 1993 at 10 o'clock and 10 minutes P.M. Rec'd ent'd and exam'd.