

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MASSACHUSETTS

IN RE: )  
 ) CHAPTER 13  
 ) CASE NO: 06-13703  
ROBERT H. STRAYTON )  
 )  
 )  
 )  
 ) **ADVERSARY PROCEEDING NO:**  
 ) \_\_\_\_\_

**COMPLAINT TO AVOID TRANSFER OF REAL PROPERTY**

TO THE HONORABLE JUDGE ROBERT SOMMA:

Now comes the Debtor, by and through Richard S. Ravosa, Esq., counsel for the above Debtor, who hereby submits this Complaint to Avoid Transfer of Real Property Pursuant to 11 U. S.C. § 548.

In support of this complaint, attorney for the Debtor respectfully represents as follows:

1. On October 16, 2006, (the "Petition Date"), the Debtor filed a voluntary petition in the United States Bankruptcy Court for the Eastern District of Massachusetts under Chapter 13 of the Bankruptcy Code. The Debtor resides at 13 School Street, Unit #11, Natick, Massachusetts and has resided there continuously since January 26, 1998.(Exhibit A: "Quitclaim Deed")
2. The Court therefore has jurisdiction over this matter pursuant to 28 U.S.C. §1334. This proceeding is a core proceeding. An adversary proceeding is required by M.L.B.R. 7001. The Court has jurisdiction to enter a final judgment. Venue of this action is appropriate based on the underlying bankruptcy case.

**PARTIES**

3. Robert H. Strayton, The Debtor/Plaintiff (hereinafter "STRAYTON") is a natural person residing in Middlesex County at 13 School Street, Unit #11, Natick, Massachusetts
4. Champion Mortgage, A division of Key Bank, USA National Association (hereinafter "CHAMPION"), a Defendant herein is a servicing agent for the home equity loan on the Debtor's residence, CHAMPION is a New Jersey Corporation doing business in the state of Massachusetts. Upon information and belief its principle offices are located at 20 Waterview Boulevard, Parsippany, NJ 07054.
5. The interested party, Derek Davis is the highest bidder at the foreclosure sale of STRAYTON's residence whose attorney is Mark R. Haranas a member of the firm Hargaves, Karb, Wilcox & Galvani, LLP with its principle offices located at 439 Worcester Road, Framingham, MA 01701.

**NATURE OF THE ACTION**

6. This proceeding seeks to set aside the Foreclosure Sale as it sold for less than reasonably equivalent value, for failure of CHAMPION to respond to debtor's inquiries especially regarding reinstatement, and for unauthorized purchase on behalf of a Trust.

**FACTUAL ALLEGATIONS**

7. On or about October 29, 2002, Robert H. Strayton and Dana Gallo executed a Massachusetts Open-End Home Equity Line of Credit Mortgage and Security Agreement with Champion Mortgage – Second Lien. This loan was an interest only loan for a period of ten years.
8. On or about June 24, 2005, CHAMPION filed a Complaint to Foreclose Mortgage.

9. On or about July, 2005, STRAYTON had entered into a forbearance agreement with CHAMPION and had paid approximately \$7,000.00 to secure said agreement, said monthly payments were due on or about the 26<sup>th</sup> of each month.
10. STRAYTON made payments every month and it was not until after Christmas that the payment was late and CHAMPION refused payment.
11. STRAYTON has made every payment relative to the forbearance agreement prior to then and the agreement was due to end on or about February 2006.
12. On or about January 2, 2006 to August 16, 2006, STRAYTON was in constant contact with CHAMPION to either reinstate the forbearance agreement, to enter into a new agreement or refinance under a conventional mortgage.
13. On or about June 15, 2006, STRAYTON received a letter confirming that a forbearance agreement was in the process and that they were waiting for figures.
14. On or about July 5, 2006 STRAYTON had talked to Mike Blair, Sr. V.P. of Consumer Collections who stated that "Betsey" would draw up the agreement.
15. On or about August 16, 2006, Betsey at extension 6551 had informed STRAYTON that there were no docs and that she was still waiting. No docs referring to a forbearance agreement.
16. From January 2, 2006 to October 2, 2006 there were six contacts at Champion which STRAYTON was in constant contact with and whom gave STRAYTON different responses in terms of a solution to the problem with the forbearance agreement that ended due to the a late payment in December, 2005. The responses ranged from the forbearance agreement, to an agreement entering into a new forbearance to rewriting the HELOC loan into a traditional mortgage.

17. On September 27, 2006 without prior knowledge of the Debtor or his wife, an auction commenced outside their RESIDENCE. Said auction resulted in a Memorandum of Sale of Real Property.(See Exhibit B "Memorandum of Dale")
18. On October 16, 2006 (the "Petition Date"), STRAYTON filed a voluntary petition. On this date, the terms of the sale not been complied with and Debtor had both record legal title and was a possessor in interest in his residence. The Debtor's interest in his residence became part of his estate pursuant to 11 U.S.C. §541 (a)(1).
19. The Debtor's Counsel notified counsel for CHAMPION on October 17, 2006 by fax regarding the Bankruptcy.
20. On October 17, 2006, Counsel for CHAMPION acknowledged receiving the fax from STRAYTON's counsel and stated in the fax sent to the Debtor's counsel that STRAYTON's filing of bankruptcy has no effect on the auction process and that the bidder may proceed without any consideration of STRAYTON's case.
21. The date of closing is allegedly October 27, 2006.

### CLAIMS

#### **I. Violation of §548 U.S.C. as Fraudulent Conveyance.**

22. The sale of the RESIDENCE is a violation of the Massachusetts Uniform Fraudulent Conveyance Act, M.G.L. §109 as the sale took place for less than market value and is a fraudulent conveyance, under § 548 and 549 U.S.C. which commands that present fair equivalent value must be obtained before the foreclosure sale will be left undisturbed by the bankruptcy court.
23. The successful bidder submitted the high bid of \$130,000.00 subject to a mortgage from Middlesex Savings Bank with a balance of \$99,962.00 as of September, 2006 which had

been paid on time each month and is being reported by the credit bureau as never being late.

24. The assessed value of the RESIDENCE for Fiscal Year 2006 is \$319,400.00. (See Exhibit C "Printout from Office of the Assessor").
25. It is unknown whether CHAMPION acquired a pre-sale appraisal. To the best of the Debtor's knowledge there was no advertising in the real estate section of a newspaper, no display advertising, there was no notice given to real estate brokers within a limited radius of the property. CHAMPION did not make any effort to seek STRAYTON's permission for potential bidders to inspect the inside of the home. No good faith efforts and reasonable diligence was made on CHAMPIONS part.
26. A comparative market analysis performed by local real estate sales agent from Coldwell Banker on July 7, 2006 shows that similar currently active properties priced at \$387,450 and currently sold properties were sold at an average price of \$368,000.00. (See Exhibit D "Comparative Market Analysis").
27. Should the sale be completed, this would result in the loss of approximately \$138,038.00 to \$157,488.00 of equity to STRAYTON in said real estate.

## **II. Violation M.G.L. §109 as a Fraudulent Conveyance**

28. The sale of the RESIDENCE is a violation of the Massachusetts Uniform Fraudulent Conveyance Act as the creditor, Champion Mortgage despite the Debtors numerous attempts to resolve the delinquencies failed to respond to the Debtor's request and acted in bad faith by proceeding with the foreclosure action and other such actions which Champion was responsible for which left the Debtors to their detriment. Champion failed to act in good faith and use reasonable diligence to protect the interest of the mortgagor.

29. CHAMPION on over five different occasions had agreed to enter into a new forbearance agreement (January 2006, March 2006, May 2006, June 2006, and July 2006) requiring a \$5,000.00 payment from STRAYTON to secure the forbearance agreement, the remainder to be paid over a period of time (4 months, 6 months, 12 months, 15 months)
30. The only occasion that CHAMPION ever produced any documentation relative to reinstatement of the forbearance agreement was on June 21, 2006 which was \$9,381.90 higher than was agreed upon and included dates for which he had already paid in 2005.
31. The last attempt for a forbearance agreement was made in July 2006, however, no personnel at CHAMPION was ever able to obtain and send STRAYTON the figures as requested.

**III. Bidder did not have authorization to bid**

32. The purchaser who signed the Memorandum of Sale did so under a “realty trust” in order to make a bid, the purchaser would need consent of the Trust in the form of a notarized certificate providing him authority to act on the trust’s behalf pursuant to M.G.L. Ch. 184 §35.
33. With no certificate being produced Debtor’ attorney believes that the purchaser did not have the authority to enter into a real estate contract.

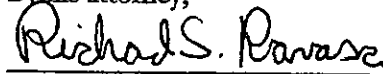
WHEREFORE, the Debtor prays that this Court enter an Order to

1. Assume jurisdiction of this case;
2. Order that:
  - a. The sheriff’s sale of Debtor’s residence be avoided pursuant to 11 U.S.C. §§ 522 (h) and 549 (a), or 11U.S.C. §548 (a)(2).

- b. Defendant take all necessary steps to reflect the avoidance of the sale within thirty days to restore legal title to Debtor;
  - c. The transfer be preserved for the benefit of the Debtor; and
  - d. The Debtor's interest in the property is property of his estate that is exempt property pursuant to M.G.L. Ch 188 §1; and
3. Grant any other relief which this Court deems necessary and proper.

Respectfully submitted,

The Debtor  
Robert Strayton  
By his attorney,



Richard S. Ravosa, Esquire  
Town & Country Legal Associates, LLC  
220 N Main Street  
Suite 101  
Natick, MA 01760  
(508) 655-3013  
(617) 720-1104 (fax)  
BBO No.635846

#### CERTIFICATE OF SERVICE

I, Richard S. Ravosa, Esq., the attorney for the Debtor, Robert Strayton hereby certify that I served the foregoing *Complaint To Avoid Transfer Of Real Property* by causing a true copy thereof to be delivered as follows:


**06-13703 Notice will be electronically mailed to:**

Carolyn Bankowski 13trustee@ch13boston.com

John Fitzgerald USTPRegion01.BO.ECF@USDOJ.GOV

Case 06-01384, Dec 1-- Filed 10/25/06 Entered 10/25/06 12:28:15 Desc Main Document Page 8 of 8

**DATED: October 25, 2006**

  
RICHARD S. RAVOSA



Property and Grantee Address: 13 School Street, Natick, MA 01760

QUITCLAIM DEED

I, MICHAEL MABARDY  
of Natick, Massachusetts

for consideration paid, and in full consideration of ONE HUNDRED  
FORTY-FOUR THOUSAND AND NO/100 (\$144,000.00) DOLLARS

grants to ROBERT H. STRAYTON and DANA GALLO, as joint tenants, and  
not as te-ants in common, both

of 13 School Street, Natick, Massachusetts

with QUITCLAIM COVENANTS

Condominium Unit No. 11 (the "Unit") of the Chestnut Place  
Condominium, located at South Main and School Streets, Natick,  
Middlesex County, Massachusetts, a Condominium established pursuant  
to Massachusetts General Laws, Chapter 183A by Master Deed dated  
July 27, 1988, and recorded with Middlesex South District Registry  
of Deeds in Book 19224, Page 263, as amended, (Master Deed), which  
Unit is shown on the floor plan of the building filed  
simultaneously with said Master Deed in the said Registry of Deeds.

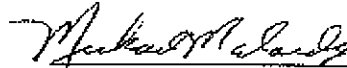
Said Unit is conveyed together with:

1. An undivided percentage interest in the common areas and  
facilities of said Condominium attributable to the unit, as set  
forth in the said Master Deed (as amended);
2. An easement for the continuance of all encroachments by the  
Unit on any adjoining Unit or common elements (as defined in the  
Master Deed) existing as a result of construction of the Building  
(as defined in the Master Deed), or which may come into existence  
hereafter as a result of settling or shifting of the Building or as  
result of repair or restoration of the Building or of the Unit,  
after condemnation or eminent domain proceedings, or by reason of  
an alteration or repair to the Common Elements made by or with the  
consent of the Trustees;
3. An Easement in common with the owners of the other Units to use  
any pipes, wires, ducts, flues, cables, conduits, public utility  
lines and other Common Elements located in any of the Units.

Hereby conveying the same premises described in deed of Peter M.  
Burke et al., Trustees to me, recorded with said District Deeds in  
Book 24706, Page 240.

The property address is 13 School Street, Natick, MA

Executed as a sealed instrument this 26<sup>th</sup> day of January  
1998.

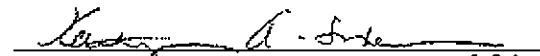
  
\_\_\_\_\_  
Michael Mabardy

COMMONWEALTH OF MASSACHUSETTS

Middlesex ss.

January 26, 1998

Then personally appeared the above-named Michael Mabardy, and  
acknowledged the foregoing instrument to be his free act and deed,  
before me,

  
\_\_\_\_\_  
Notary Public  
My commission expires: **KATHRYN A. SANDERSON**  
**NOTARY PUBLIC**  
**COMM. EXP. SEPT. 25, 1998**

ADDITIONAL TERMS

1. The successful bidder shall execute a memorandum of sale upon acceptance of the bid.
2. The successful bidder shall give the required deposit to the auctioneer. The successful bidder will forfeit the deposit if, after the premises are sold to the successful bidder, the successful bidder refuses to execute a memorandum of sale, or if, after signing, the successful bidder does not perform the successful bidder's obligations under the memorandum of sale. If the successful bidder forfeits the deposit, the deposit shall become the property of the mortgagee. If the successful bidder forfeits the deposit, the mortgagee may resell the premises under the power of sale contained in the mortgage, or resell the premises to the next highest bidder at the original sale (in the order of their bid) who is able to comply with the terms of sale, in either case without notice to the defaulting successful bidder and without previously tendering a deed to the successful bidder or taking any action not required by the power of sale. Neither the forfeiture of the deposit nor the mortgagee's resale of the premises shall release the successful bidder from the terms and conditions of the successful bidder's agreement, and the mortgagee retains the right to pursue any legal or equitable remedy available to the mortgagee.
3. No adjustment shall be made for real estate taxes, assessments, water and sewer charges or other municipal charges, condominium charges, liens or claims in the nature of liens, as the successful bidder shall take the property subject to all taxes, charges, assessments and liens up to the date of delivery of the deed. A copy of the certificate of municipal liens provided by the city/town collector is attached hereto, and no representation is made as to the accuracy of the information contained therein.
4. The bidder shall be responsible for all recording costs associated with the foreclosure and conveyance of the premises as well as all documentary deed stamps required to be affixed to the deed.
5. The title to the premises shall be that which was conveyed by mortgage deed to the mortgagee and the purchaser shall take title to the premises by the usual deed under power of sale.
6. Bids shall only be accepted in increments of Five Hundred Dollars or more.
7. The premises shall be conveyed subject to any tenants in occupancy and subject to any leases, if any, affecting said premises. No adjustment shall be made for security deposits and rents, whether collected or uncollected. The mortgagee holds no security deposits or last month's rent, and the successful bidder assumes liability for any claim a tenant or party in possession might have on account of a security deposit or prepayment of the last month's rent.
8. No representation is made by the mortgage holder whether the present tenancies are subject to rent control, or what, if any, the monthly income is from such tenancies.

MEMORANDUM OF SALE OF REAL PROPERTY BY AUCTIONEER

(Foreclosure of Mortgage)

Date: 09/27/2006 13 School Street, Unit 11, Chestnut Place Condominiums, Natick, MA 01750  
Time of Sale: 9:11

I hereby acknowledge to have this day purchased at Mortgagee's Sale at Public Auction from Paul Traversa, Auctioneer, for the sum of One Hundred Thirty Thousand Dollars (\$130,000), the real estate known as 13 School Street, Unit 11, Chestnut Place Condominiums, Natick, MA 01750 and described further in the attached printed Notice of Mortgagee's Sale of Real Estate, and I agree to comply with the terms of sale contained in the attached printed notice of Mortgagee's Sale of Real Estate and the Additional Terms as stated by the Auctioneer, having paid to the Auctioneer the sum of TEN THOUSAND DOLLARS AND 00 CENTS (\$10,000.00) in certified check or bank check as the Deposit to bind the sale, agreeable to the terms of sale. The balance of the purchase money is to be paid in certified check or bank check in accordance with the terms of sale. I hereby agree to forfeit the Deposit to the seller should I fail to comply with the residue of the terms. In case of forfeiture, the Deposit will become the property of the Mortgagee and will not be applied to the mortgage debt. The forfeiture will not release me from my liability under this contract.

I have read the above and agreed to be bound by it and other terms of sale as well as the additional terms attached to this Memorandum.

[Redacted] Realty Trust  
Signed by: [Signature]  
Purchaser

The above sale is hereby confirmed.

[Signature]  
Auctioneer

Auctioneer:  
Name: Paul Traversa  
Address: 450 Albany St  
Milton MA

Purchaser:  
Name: [Redacted]  
Address: [Redacted]

Telephone No.: (617) 222-5600

Telephone No.: [Redacted]

9. The premises shall be sold and conveyed without representation or warranty as to their condition, construction, conformity to any description made in connection with the foreclosure, fitness for habitation, the presence of lead-based paint, plaster or other accessible lead-based material, urea formaldehyde insulation (also known as UFFI) or underground oil tanks, or whether they conform to applicable state or local building, zoning, health, and sanitary codes, or compliance with any federal, state, or local environmental statutes, regulations, ordinances, or by-laws. The successful bidder assumes all obligations with respect to the presence of lead-based material, urea formaldehyde insulation and underground oil tanks.
10. No representation or warranty is made with respect to whether the property is serviced by a subsurface sewage disposal system. Regulations to the State Environmental Code, Title V, 310 CMR 15.300 through 15.305, contain requirements for inspection and upgrade of a subsurface sewage disposal system on transfer of ownership. If applicable, the successful bidder shall be responsible for obtaining, at the successful bidder's sole cost and expense, the required subsurface sewage disposal system inspection in accordance with state and local regulations and making any repairs and replacements necessary to bring the system into compliance with applicable law.
11. Every buyer of residential real estate built prior to 1978 is notified that such properties may have lead exposure from paint, plaster, soil or other materials, that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced IQ, behavioral problems and impaired memory. The seller of such property is required to provide the buyer with a copy of any lead inspection report in the seller's possession and notify the buyer of any known lead poisoning problem. Environmental lead inspection is recommended prior to purchase. Mortgagee and its agents have no information or knowledge concerning the presence of paint, plaster, soil, or other materials containing dangerous levels of lead on the premises. The successful bidder may choose to have a lead inspection done. The sale is, however, conducted "as is," and the existence of dangerous levels of lead shall not give the successful bidder the right to terminate the agreement of sale.
12. The successful bidder shall be responsible for obtaining, at the successful bidder's sole cost and expense, the required smoke detector certificate and carbon monoxide certificate from the local governmental authority having jurisdiction, including without limitation, the installation of any required smoke detectors and any carbon monoxide alarms.
13. The successful bidder shall bear all risk of loss or damage to the property, from whatever cause, after the execution of this Memorandum of Sale. The mortgagee has no obligation to maintain insurance on the premises.

14. If the mortgagee is unable to convey title or deliver possession in conformity with the terms of this Memorandum of Sale, for any reason, or if, after the signing of this Memorandum of Sale, the mortgagee or its agents learn of any actions or events that occurred before the signing of this Memorandum of Sale that would constitute the basis for postponing or canceling this Public Auction, the mortgagee may terminate this instrument by promptly refunding the deposit paid by the successful bidder, at which time all rights hereunder shall cease and neither party shall have any further recourse or obligation to any other party to this instrument, or their employees, agents or representatives, whether at law or in equity.

15. Acceptance of the foreclosure deed by the successful bidder shall be deemed to be full performance and discharge of the mortgagee's obligations to the successful bidder.

16. If the property is a condominium unit, the following provision shall apply:

If the mortgagee has agreed to assume liability for certain condominium charges that could have been secured as a so-called superpriority lien under Massachusetts General Laws chapter 183A, in consideration for which the condominium association for the property has agreed to forebear from incurring certain additional legal fees and expenses necessary to perfect the superpriority lien status of those condominium charges, then the buyer hereby agrees to deem those charges as being subject to a superpriority lien, prior to that of the mortgage hereby being foreclosed, and the buyer hereby agrees to pay those charges contemporaneously with the recording of the deed.

**MORTGAGEE'S SALE OF REAL ESTATE**

13 School Street, Unit 11, Chestnut Place Condominium, Natick, MA 01760

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Robert H. Strayton and Dana Gallo to Champion Mortgage, a Division of Key Bank, USA, National Association dated October 29, 2002, and recorded with Middlesex County (Southern District) Registry of Deeds in Book 37001, Page 288, 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 on September 27, 2006 at 9:00AM, at or upon the mortgaged premises more particularly described below, being all and singular the premises described in said mortgage, to wit:

The Unit known as Unit No. 11 in the Chestnut Place Condominium, located in Natick, Middlesex County, Massachusetts, and established pursuant to the M.G.L. Chapter 183A by Master Deed dated July 27, 1988 and recorded with the Middlesex County (Southern District) Registry of Deeds at Book 19224, Page 263, as amended.

Said Unit contains the square footage as shown on the floor plans of the buildings filed simultaneously with said Master Deed, and copy of the portion of the plan attached to the first unit deed conveyed by the Declarant of said Condominium (hereinafter the "First Unit Deed"), to which is affixed the verified statement of a professional engineer in the form required by Section 9 of said Chapter 183A.

Said Unit is conveyed together with the undivided percentage interest in the common areas and facilities of the property ("Common Elements") as described in said Master Deeds as being attributed to the unit, and as may be amended from time to time.

Said Unit is conveyed subject to and with the benefit of the provisions of M.G.L. Chapter 183A, the Master Deed, the Chestnut Place Condominium Trust, and the By-Laws and/or Rules and Regulations promulgated thereunder, (collectively the "Condominium Documents") as all may be amended, as well as any and all amounts due to the Chestnut Place Condominium Trust.

Together with all rights and easements for the benefit of said unit, as set forth in the First Unit Deed and the Condominium Documents. The Unit is intended only for residential purposes.

For title reference see Deed dated January 26, 1998, recorded at Middlesex County (Southern District) Registry of Deeds in Book 28112, Page 362.

Subject to a mortgage dated January 26, 1998 granted to Middlesex Savings Bank in the original principal amount of \$115,200, recorded at the Middlesex County (Southern District) Registry of Deeds in Book 28112, Page 364.

The Mortgagee reserves the right to postpone the sale to a later date by public announcement at the time and date appointed for the sale and to further postpone at any adjourned sale date by public announcement at the time and date appointed for the adjourned sale date.

The premises will be sold 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 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.

If the successful bidder at the foreclosure sale defaults in purchasing the property according to the terms of this notice of sale or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right to sell the property by foreclosure deed to the second highest bidder (or other successive bidders, in the order of their bid) provided that such other bidder deposits with Mortgagee's attorneys, Michienzie & Sawin LLC, the amount of the required deposit as set forth below within three (3) business days after written notice of default of the previous highest bidder and title shall be conveyed to such other bidder within thirty (30) days of the default.

**TERMS OF SALE:** Ten Thousand and No/100 Dollars (\$10,000.00) is to be paid in certified check and/or bank cashier's check to be paid by the Purchaser at the time and place of sale. The balance of the purchase price is to be paid by the Purchaser by certified check and/or bank cashier's check within thirty (30) days thereafter at the offices of Harry Castleman, Esquire, Michienzie & Sawin LLC, 745 Boylston Street, Boston, MA 02116. Other terms to be announced at the sale.

Champion Mortgage, a Division of Key Bank, USA, National Association  
present holder of said mortgage  
by its attorney, Harry Castleman, Esquire  
MICHENZIE & SAWIN LLC  
745 Boylston Street  
Boston, MA 02116  
(617) 227-5660





# Office of the Assessor

## The Town of Natick, Massachusetts

[Natick Home](#) [Town Departments](#) [Boards & Committees](#) [Meeting Calendar](#) [Town Links](#)

Last Name & First  
Initial

Strayton

Or

Street Name

Submit Query

Parcel ID: 44-00111013

**Owner Information**

STRAYTON ROBERT H  
GALLO DANA T/C

**Mailing Address:**

13 SCHOOL ST  
NATICK MA 01760

DEED\_BOOK: 28112

DEED\_PAGE: 00362

DEED\_DATE: 19980127

STATE\_CLASS: 102

LIVING\_UNITS: 1

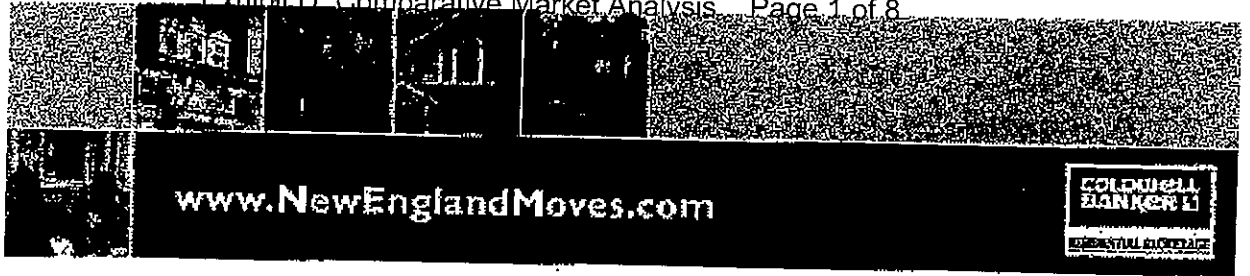
STREET\_NUMBER: 13

STREET\_APT\_OR\_HALF:

STREET\_NAME: SCHOOL ST

ZONING: DMU

FY06\_ASSESSMENT:\$319,400



Prepared for: 13 School St., Natick MA 01760

July 7, 2006



**Presented to:** Robert & Dana Strayton  
13 School St  
Natick, MA 01760

**Prepared by:** SUE LIMA  
Natick Office  
677 Worcester Road  
Natick, MA 01760  
(508) 655-0680  
Sue.Lima@NEMoves.com

**Coldwell Banker Residential Brokerage**

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Natick, MA 01760-1000



**COMPARABLE PROPERTIES SUMMARY**

**ACTIVE :**

Address:	Style:	Rooms:	Beds:	Baths:	GLA	Price:	DOM:
15 Stillman CIRCLE	Townhouse, Half Duplex	6	3	2 / 1	1,496 Sq. Ft.	\$385,000	35
110-5 EAST CENTRAL STREET	Townhouse	5	2	1 / 1	1,294 Sq. Ft.	\$389,900	15
<b>Average Price: \$387,450</b>					<b>Average DOM: 25 days</b>		

**SOLD :**

Address:	Style:	Rooms:	Beds:	Baths:	GLA	Price:	DOM:
29 D Wellesley AVENUE	Townhouse, Half Duplex	5	2	2 / 1	1,638 Sq. Ft.	\$355,000	225
7 Middle STREET	Townhouse, Half Duplex	6	3	1 / 1	1,351 Sq. Ft.	\$362,000	17
40 NORTH Main STREET	Townhouse	5	2	2 / 1	1,500 Sq. Ft.	\$387,000	87
<b>Average Price: \$368,000</b>					<b>Average DOM: 109 days</b>		

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**SOLD PROPERTIES DETAIL (cont.)**

<b>TYPE:</b>	Condominium	<b>HALF BATH:</b>	1
<b>STYLE:</b>	Townhouse	<b>FIREPLACE:</b>	0
<b>SOLD PRICE:</b>	\$387,000	<b>GARAGE:</b>	2
<b>SOLD DATE:</b>	6/13/06	<b>GLA:</b>	1,500 Sq. Ft.
<b>TOTAL ROOMS:</b>	5	<b>AGE:</b>	5
<b>BEDROOMS:</b>	2	<b>DOM:</b>	87
<b>FULL BATH:</b>	2		



**REMARKS:**

This fantastic townhouse features an attractive neutral decor throughout. Sparkling hardwood on the 1st floor, kitchen with corian counters and a fabulous 3rd floor family room/office complete with skylight sets this home apart from the rest. Extra conveniences include a 2nd floor laundry and a 2 car garage. The location also can't be beat with it's easy access to public transportation, shops & restaurants.

**Coldwell Banker Residential Brokerage**

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Equal Housing Opportunity MFR 10/06



[www.NewEnglandMoves.com](http://www.NewEnglandMoves.com)



**SOLD PROPERTIES DETAIL**

**TYPE:** Condominium **HALF BATH:** 1  
**STYLE:** Townhouse, Half Duplex **FIREPLACE:** 1  
**SOLD PRICE:** \$355,000 **GARAGE:** 1  
**SOLD DATE:** 6/23/06 **GLA:** 1,638 Sq. Ft.  
**TOTAL ROOMS:** 5 **AGE:** 17  
**BEDROOMS:** 2 **DOM:** 225  
**FULL BATH:** 2



**REMARKS:**

What a great find!! 29 D Wellesley Avenue is the most secluded condo with a yard and private wooded drive on the street! This immaculate, spacious condo is just a short walk from the MBTA and close to Natick Center. No monthly assoc. fee, a new roof and new carpet make it perfect for a first time homebuyer!! There's also a bonus room accessible from the master bedroom above the garage ready to be finished (not incl in GLA). A JEWEL!!!

**TYPE:** Condominium **HALF BATH:** 1  
**STYLE:** Townhouse, Half Duplex **FIREPLACE:** 0  
**SOLD PRICE:** \$362,000 **GARAGE:** 0  
**SOLD DATE:** 6/1/06 **GLA:** 1,351 Sq. Ft.  
**TOTAL ROOMS:** 6 **AGE:** 16  
**BEDROOMS:** 3 **DOM:** 17  
**FULL BATH:** 1



**REMARKS:**

3 bedroom; 1 1/2 bath; townhouse located in Walnut Hill area. Large eat-in-kitchen with deck overlooking large flat backyard. Just like a house...no condo fee. Agent has Declaration of Trust explaining rules and regs, as well as Master Deed and Unit Deed. Pergo floors in Kitchen and bathrm. Townhouse is in move-in condition! Shows well, Parking for 2+ cars in driveway; attic storage; crawlspace for basement storage; walk to T and center of town.

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**SOLD PROPERTIES COMPARISON**



<b>CITY:</b>	Natick , MA	NATICK , MA	NATICK , MA	NATICK , MA
<b>STYLE:</b>	Condo/Townhouse	Townhouse, Half Duplex	Townhouse, Half Duplex	Townhouse
<b>SOLD PRICE:</b>	N/A	\$355,000	\$362,000	\$387,000
<b>SOLD DATE:</b>	N/A	06-23-2006	06-01-2006	06-13-2006
<b>LIST PRICE:</b>	N/A	\$360,000	\$369,900	\$399,900
<b>TOTAL ROOMS:</b>	5	5	6	5
<b>BEDROOMS:</b>	2	2	3	2
<b>FULL BATH:</b>	1	2	1	2
<b>HALF BATH:</b>	1	1	1	1
<b>FIREPLACE:</b>	0	1	0	0
<b>GARAGE:</b>	1	1	0	2
<b>GLA:</b>	1,014 Sq. Ft.	1,638 Sq. Ft.	1,351 Sq. Ft.	1,500 Sq. Ft.
<b>LOT SIZE:</b>				
<b>AGE:</b>		17	16	5
<b>DOM:</b>	N/A	225	17	87
<b>ASSESSED VALUE:</b>	\$319,400	\$302,800	\$291,600	\$390,800
<b>RE TAXES:</b>	\$3,200	\$3,210	\$2,921	\$3,915
<b>TAX YEAR:</b>	2006	2005	06	2006

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**ACTIVE PROPERTIES DETAIL**

**TYPE:** Condominium **HALF BATH:** 1  
**STYLE:** Townhouse, Half Duplex **FIREPLACE:** 0  
**LIST PRICE:** \$385,000 **GARAGE:** 0  
**TOTAL ROOMS:** 6 **GLA:** 1,496 Sq. FL  
**BEDROOMS:** 3 **AGE:** 8  
**FULL BATH:** 2 **DOM:** 35



**REMARKS:**

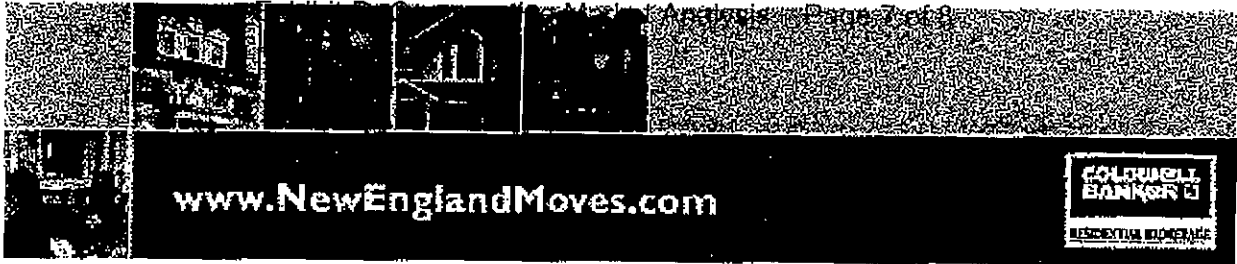
This beautiful, bright and spacious 3-bedroom, 2.5 bath split-level townhouse is situated on a private road at the end of a cul de sac and features an airy, open floor plan. Large kitchen/dining area has glass sliders leading to an expansive deck and fenced yard. There are floor-to-ceiling windows in both the living room and master bedroom, with easy-clean windows in every room. Master bedroom features a skylight, cathedral ceiling, walk-in closet and master bath. Plenty of closet/storage space

**TYPE:** Condominium **HALF BATH:** 1  
**STYLE:** Townhouse **FIREPLACE:** 0  
**LIST PRICE:** \$389,900 **GARAGE:** 1  
**TOTAL ROOMS:** 5 **GLA:** 1,294 Sq. Ft.  
**BEDROOMS:** 2 **AGE:** 7  
**FULL BATH:** 1 **DOM:** 15



**REMARKS:**

Distinctive young 3 level, 2 bedroom townhome in the desirable 110 East Central St complex conveniently sited within walking distance to cultivated Natick Center & commuter train plus a short distance to Wellesley Square\*Sunspashed open floor plan\*Scandia cherry cabinet kitchen\*Central Air\*Hardwood floors on main level\*1 car garage & additional deeded parking space\*Partially finished lower level\*Storage & closet space galore\*Walk-out to grassy backyard area\*Well run association w/low condo fee



**ACTIVE PROPERTIES COMPARISON**



	Natick , MA	NATICK , MA	NATICK , MA
<b>CITY:</b>	Natick , MA	NATICK , MA	NATICK , MA
<b>STYLE:</b>	Condo/Townhouse	Townhouse; Half Duplex	Townhouse
<b>LIST PRICE:</b>	N/A	\$385,000	\$389,900
<b>TOTAL ROOMS:</b>	5	6	5
<b>BEDROOMS:</b>	2	3	2
<b>FULL BATH:</b>	1	2	1
<b>HALF BATH:</b>	1	1	1
<b>FIREPLACE:</b>	0	0	0
<b>GARAGE:</b>	1	0	1
<b>GLA:</b>	1,014 Sq. Ft	1,496 Sq. Ft	1,294 Sq. Ft
<b>LOT SIZE:</b>			
<b>AGE:</b>		8	7
<b>DOM:</b>	N/A	35	15
<b>ASSESSED VALUE:</b>	\$319,400	<del>\$479,300</del> 346,200.-	\$386,800
<b>RE TAXES:</b>	\$3,200	\$1,794 3,469.-	\$3,873
<b>TAX YEAR:</b>	2006	2006	2006

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**SUBJECT PROPERTY**

<b>TYPE:</b>	Condominium	<b>STYLE:</b>	Condo/ Townhouse
<b>TOTAL ROOMS:</b>	5	<b>GLA:</b>	1,014 Sq. Ft.
<b>BEDROOMS:</b>	2	<b>LOT SIZE:</b>	
<b>FULL BATH:</b>	1	<b>GARAGE:</b>	1
<b>HALF BATH:</b>	1	<b>FIREPLACE:</b>	0



**ASSESSED VALUE:** \$319,400  
**TAX YEAR:** 2006

**RE TAXES:** \$3,200