

## MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of that certain mortgage given by Vincent J. Pizzi and Jacqueline R. Pizzi to Hudson Savings Bank, dated August 18, 2005 and recorded with the Middlesex South Registry of Deeds at Book 45920, Page 104, for breach of conditions of said mortgage and for the purpose of foreclosing the same, said premises, and the buildings thereon, will be sold at Public Auction at 10:00 A.M. on the 17<sup>th</sup> day of June, 2014, on the mortgaged premises at 190 Old Connecticut Path, Wayland, Middlesex County, Massachusetts, all and singular, the premises described in said mortgage:

To Wit:

That certain parcel of land situated on Old Connecticut Path, Wayland, Middlesex County, Massachusetts, shown as Parcel N on a plan entitled "Plan of Land in Wayland, Massachusetts Showing Proposed Division of the Paine Estates," dated March 22, 1994, revised March 1995 and June 1995, prepared by Wayland Town Surveyor's Office and recorded with the Middlesex South District Registry of Deeds as Plan No. 693 of 1995 in Book 25560, Page 168. (the "Plan").

Parcel N contains 102,093 square feet of land according to said plan.

Together with and subject to easements and restrictions of record insofar as in force and applicable.

For title see deed dated August 30, 2000 and recorded with said Registry of Deeds as Instrument Number 344 of August 31, 2000.

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

**TERMS OF SALE:** \$25,000.00 non refundable deposit shall be paid in cash or bank cashier's check by the purchaser at the time and place of sale, and the balance to be paid in cash or by certified or bank cashier's check at the offices of Howard B. D'Amico, Esquire, Howard B. D'Amico, P.C., 34 Mechanic Street, Worcester, Massachusetts, 01608, within 30 days of the sale. All bidders must exhibit said required deposit to the auctioneer immediately prior to the auction sale in order to qualify as a bidder.

Said premises will also be sold subject to and/or with the benefit of any and all rights of way, easements, restrictions, covenants, conditions, reservations and agreements of record, to the extent that the same are in force and applicable, outstanding taxes, tax titles, municipal or other public liens or assessments, water bills, sewer bills, liens or claims in the nature of liens, all existing encumbrances of record created prior to this mortgage, and the right of redemption of the United States of America, if any. It shall be the bidders' sole responsibility to ascertain all items

described in this paragraph and no representations are made concerning compliance with applicable zoning regulations. The mortgaged premises, if occupied, shall be conveyed subject to existing occupancies and/or tenancies.

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.

Other terms, if any, to be announced at the sale. The successful bidder shall be required to sign a Memorandum of Terms and Conditions containing the above terms at the sale.

If the highest bidder fails to complete the purchase of the premises on the terms provided in this notice and in the Memorandum of Terms and Conditions signed following the sale, the Mortgagee reserves the right to sell the premises to the second highest bidder (or each subsequent highest bidder thereafter) who will then have three (3) days to deliver the deposit specified above to the Mortgagee's attorney as herein indicated, and to agree to a closing date for payment of the remaining balance of such subsequent highest bid and transfer of deed that is within thirty (30) days thereafter.

Present Holder of Said Mortgage  
AVIDIA BANK, formerly known as  
Hudson Savings Bank

By Its Attorney  
Howard B. D'Amico, Esquire  
Howard B. D'Amico, P.C.  
34 Mechanic Street  
Worcester, MA 01608

Berman Auctioneers & Appraisers,  
Auctioneer (508) 753-3989