

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Brian P. Steele and Maura A. Steele to Mortgage Electronic Registration Systems, Inc., ("MERS") dated December 16, 2010 and recorded in Worcester District Registry of Deeds in Book 46819, Page 99, as affected by Assignment of Mortgage to Country Bank for Savings dated May 1, 2015 and recorded as aforesaid in Book 53840, Page 22, 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 the 18<sup>th</sup> day of June, 2019, on the mortgaged premises believed to be known as 32 Leela Lane, (Rochdale), Leicester, Worcester County, Massachusetts, all and singular the premises described in said Mortgage, to wit:

"A certain parcel of land situated in Leicester, Worcester County, Massachusetts, more particularly bounded and described as follows:

Beginning at a point on the easterly line of Leela Lane on the division line between Lot #14 and Lot 15R;

Thence North 01 degrees 29' 38" East by the easterly line of Leela Lane twenty six and four hundredths (26.04) feet to a concrete bound set on the easterly line of Leela Lane;

Thence Northwesterly by the easterly line at Leela Lane and by a regular curve to the left the radius of which is 252.81 feet an arc distance of one hundred seventy-three and ninety six hundredths (173.96) feet to a point;

Thence North 28 degrees 47' 20" East by Lot 16R three hundred seventy-four and eighty-nine hundredths (374.89) feet to a point;

Thence 84 degrees 50' 46" East by land now or formerly of Shirley F. Peters and Marilyn L. Madsen one hundred twenty-six and twelve hundredths (126.12) feet to a point;

Thence South 04 degrees 25' 00" West by land now or formerly of Richard P. Morse two hundred sixty-nine and fourteen hundredths (269.14) feet to a point;

Thence South 44 degrees 29' 39" West three hundred thirty-two and twelve hundredths (332.12) feet to a point in the easterly line of Leela Lane and the place of beginning.

The above described parcel contains 85,123 square feet (1.95) acres more or less and is shown at Lot 15R on a plan entitled "Plan of Land in Leicester, MA, prepared for Parker Realty Trust by George E. Smith and Associates, Worcester, MA dated October 28, 1993, and recorded in the Worcester District Registry of Deeds, Plan Book 675, Plan 114.

Being the same premises conveyed to the herein named mortgagor(s) by deed recorded with Worcester District Registry of Deeds in Book 18386, Page 265."

The premises will be sold subject to any and all restrictions, easements, improvements, covenants, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of liens, and existing encumbrances of record superior to the Mortgage, if any. Said premises will also be sold subject to all leases and tenancies having priority over said Mortgage, to tenancies or occupation by persons on the premises now and at the time of said auction which tenancies or occupation are subject to said Mortgage, to rights or claims in personal property installed by tenants or former tenants now located on the premises, also 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 paragraph and no representations are made concerning compliance with applicable zoning, building, sanitary or other state and/or municipal regulations.

**TERMS OF SALE:** FIVE THOUSAND AND 00/100 (\$5,000.00) DOLLARS 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 on the sale shall be paid in cash, or by certified or bank cashier's check within thirty (30) days thereafter and the Deed transferred contemporaneously therewith. The successful bidder at the sale shall be required to sign a Memorandum of terms of sale containing the above terms at the

Auction sale. The purchaser will be responsible for all closing costs, Massachusetts deed excise stamps and all recording fees.

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

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

Country Bank for Savings,  
Present Holder of said Mortgage

By: /s/Jonathan C. Sapirstein  
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Its Attorneys

Date: May 1, 2019