

Mortgagee's Notice of Foreclosure Sale of Real Estate

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Kenneth A. Bonner, Steven C. Bonner and Michael F. Robillard, Co-Trustees of Hayes Realty Trust, u/d/t/ dated May 15, 1997 and recorded with the Worcester North District Registry of Deeds in Book 3005 Page 196, to North Central Massachusetts Development Corporation dated April 16th, 2015 and recorded with the Worcester North District Registry of Deeds in Book 8306 Page 61, of which 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 10:00 o'clock AM on August 1, 2019 on the premises below described being known as 10 Jerry Street, Fitchburg, Massachusetts all and singular the premises being described in said Mortgage as follows, To Wit:

A certain tract of land situated in Fitchburg, Worcester County, Massachusetts, bounded and described as follows:

BEGINNING at the intersection of the westerly sideline of Jerry Street with the southerly sideline of Hardy Passway;

THENCE South 9° 34' West by the westerly sideline of Jerry Street, seventy-three and 88/100 (73.88) feet to an angle;

THENCE South 83° 12' West, one hundred three and 64/100 (103.64) feet to a stone bound;

THENCE North 80° 23' West, one hundred fifty-seven and 23/100 (157.23) feet to a stone bound;

THENCE North 10° 00' East, one hundred 29/100 (100.29) feet, more or less, to the remains of a stone bound in the southerly sideline of Hardy Passway;

THENCE South 81° 02' East by the southerly sideline of Hardy Passway, two hundred fifty-five and 95/100 (255.95) feet to the point of the beginning.

Containing 24,617 square feet, more or less.

Also another certain tract of land situated in Fitchburg, Worcester County, Massachusetts, on the westerly side of Jerry Street and commencing at a point in the said westerly sideline of Jerry Street and being seventy-three and 88/100 (73.88) feet distant from the intersection of the westerly sideline of Jerry Street with the southerly sideline of Hardy Passway.

THENCE South 83° 12' West, one hundred three and 64/100 (103.64) feet to a stone bound;

THENCE North 80° 23' West, ninety (90) feet to an angle;

These first two courses being the first within described parcel.

THENCE Southerly eight-six (86) feet to an angle;

THENCE South 85° 33' East, ninety and 5/10 (90.5) feet, more or less, to an angle;

THENCE North 4° 00' East, thirty-six and 5/10 (36.5) feet, more or less, to an angle;

THENCE Southeasterly one hundred (100) feet, more or less, to the westerly sideline of Jerry Street;

THENCE Northerly along the said westerly sideline of Jerry Street, seventy-nine (79) feet, more or less, to the point of beginning.

Containing 14,000 square feet, more or less.

The premises to be sold and conveyed will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, real estate taxes, tax titles, tax liens, water and sewer charges, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and applicable, having priority over said Mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the Mortgage, if any, and also subject to all federal, state and municipal laws, regulations, codes and ordinances.

Terms Of Sale: A deposit check of Ten Thousand Dollars (\$10,000.00) by bank or certified check will be required to be paid by the highest and successful bidder at the time and place of the sale and said successful bidder will be required to sign a Memorandum of Sale containing the above and any terms announced at the sale. The sale will not be complete until said deposit is paid and the Memorandum of Sale is signed.

In the event the successful bidder fails to perform pursuant to the Memorandum of Sale in the time specified, the Mortgagee reserves the right, at its' sole discretion, to sell the premises to other qualified bidders, in descending order beginning with the next highest qualified bidder and reserves the right, at its' sole discretion, to assume the bid of any defaulting or declining bidder.

The Purchaser will be required to deliver the balance of the bid price by bank or certified check within forty-five (45) days of the date of the sale, at the Law Offices of Peter A. Campobasso, P.C. 3 Park Street, Leominster, MA 01453 at which time the Foreclosure Deed and other related documents will be delivered to the Purchaser. The Purchaser will be solely responsible for filing and recording foreclosure documents, for the payment of Deed excise stamps and all filing and recording fees.

The Mortgagee reserves the right to postpone the sale by public proclamation at the original or postponed time and date of sale. In the event of an error in this publication, the description of the premises contained in said Mortgage shall control.

OTHER TERMS, IF ANY, TO BE ANNOUNCED AT THE TIME AND PLACE OF THE SALE.

North Central Massachusetts Development Corporation

Present Holder of said Mortgage

By its' Attorney,

The Law Offices of Peter A. Campobasso, P.C.

3 Park Street, Third Floor

Leominster, MA 01453