

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by **RONALD H. BELLIN and BRENDA E. BELLIN** to **CRANBROOK FINANCE, LLC** dated February 1, 2005 and recorded with the Middlesex South District Registry of Deeds (the "Registry") in Book 44584, Page 183 (the "Mortgage"), of which Mortgage the undersigned (the "Mortgagee") is the present holder, for breach of the conditions of the Mortgage and for the purpose of foreclosing the same will be sold at Public Auction at 11:00 a.m. on Friday, November 8, 2019 at the mortgaged premises located on or near 91 Westminster Drive, Unit 38, Marlborough, Massachusetts (the "Premises"), all and singular the premises described in the Mortgage, to wit:

"Unit 38, Building 8 located at 91 Westminster Drive (an A-2 Unit) in The Villages at Marlborough East Condominium, as established pursuant to Massachusetts General Laws Chapter 183A, by Master Deed dated August 6, 1998 and recorded with the Middlesex South District Registry of Deeds on August 10, 1998 as Instrument No. 799, as amended of record.

Unit 38 is together with an undivided percentage interest in the common areas and facilities of said Condominium as set forth in said Master Deed as it may be amended from time to time. The Unit shall have a 2.758% undivided interest in such common areas and facilities upon completion of all phases of the condominium. Said Unit is laid out as shown on plans filed with said Master Deed, a copy of a portion of which is filed with the original Unit Deed of Unit 38, to which is affixed the verified statement in the form required under said MGL Chapter 183A, Section 9.

Said Unit 38 is together with the exclusive use of the garage shown on said Master Deed as appurtenant to said Unit and the exclusive right and easement to use one parking space as set

forth in said Master Deed.

Said Unit is subject to and with the benefit of the provisions of MGL Chapter 183A, said Master Deed, as amended of record, the Declaration of Trust recorded with said Master Deed, creating the Unit Owners organization, its By-Laws and the rules and regulations promulgated thereunder, and the provisions contained in the original Unit Deed of Unit 38.

The post office address of the Unit is: 91 Westminster Drive, Unit 38, Marlborough, Massachusetts 01752

The unit is intended for residential purposes only.

For title see deed of First Colony Management Co., Inc. to Ronald H. Bellin and Brenda F. Bellin dated June 29, 1999 recorded with the Middlesex South District Registry of Deeds at Book 30360, Page 54."

The description of the Premises contained in the Mortgage shall control in the event of a typographical error in this publication.

The Premises, together with all improvements encumbered by the Mortgage, are to be sold and conveyed subject to all leases, tenancies, occupancies, mortgages, restrictions, covenants, orders of conditions, easements, encroachments, outstanding tax titles, municipal or other public taxes, assessments or liens, federal and state tax liens, condominium liens under M.G.L. c. 183A, other liens or claims in the nature of liens and existing encumbrances recorded prior to the Mortgage and/or otherwise having priority over the Mortgage, if there be any.

TERMS OF SALE: A deposit of SEVEN THOUSAND FIVE HUNDRED (\$7,500.00) DOLLARS, non-refundable, is to be paid by certified

or bank cashier's check by the purchaser at the time and place of sale, the balance to be paid by certified or bank cashier's check and deed to be taken by purchaser within forty-five (45) days of the sale at the offices of Seder & Chandler, LLP, 339 Main Street, Worcester, Massachusetts, attorneys for the Mortgagee.

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

In the event of the failure or inability of the purchaser to perform and to purchase the Premises in accordance herewith, the Mortgagee reserves the right (but is not obligated) to accept, subject to the Memorandum of Sale, the second highest bid for the Premises, without further advertisement and without further notice to other bidders or persons. In the event that the Mortgagee offers the Premises to the second highest bidder and such person declines either to purchase the Premises at the second highest bid price or to sign the Memorandum of Sale, then the Mortgagee may elect (but is not obligated) to exercise the rights of the second highest bidder under this paragraph and to purchase the Premises at the second highest bid price, without further advertisement and without further notice to other

bidders or persons.

Other terms to be announced at the time and place of sale.

CRANBROOK FINANCE, LLC  
Present holder of said Mortgage

Robert S. Adler, Esq.  
SEDER & CHANDLER, LLP  
339 Main Street  
Worcester, MA 01608  
(508) 757-7721  
Attorneys for the Mortgagee

BERMAN AUCTIONEERS & APPRAISERS  
A division of BidMark Services, Inc.  
201 Park Avenue  
Worcester, MA 01609  
(508) 753-3989  
Auctioneer, License No. 130