

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 **NASHEF, LLC** to **HOMETOWN BANK a/k/a bankHOMETOWN**, dated April 12, 2016 and recorded with the Worcester District Registry of Deeds (the "Registry") in Book 55183, Page 171 (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 on Tuesday, January 10, 2023, as follows:

10:00 a.m. - the mortgaged premises located on or near 336-338 Park Avenue, Worcester, Massachusetts ("Parcel I"); and

12:00 p.m. - the mortgaged premises located on or near 342 West Boylston Street, Worcester, Massachusetts ("Parcel II")

all and singular the premises described in the Mortgage, to wit:

336-338 Park Avenue, Worcester, Massachusetts:

"Parcel I:

BEGINNING at a stone monument set in the ground of Harrington and Richardson Arms Company formerly owned by one Shaughnessy, three hundred seven and four tenths (307.4) feet northerly from the northerly line of Tufts Street, now Winfield Street;

THENCE, running westerly by other land now or formerly of Harrington and Richardson Arms Company one hundred (100) feet to other land now or formerly of Harrington and Richardson Arms Company formerly owned by one Pierce;

THENCE, southerly by said land and land of the Coppus Engineering Corporation and parallel with the line of said Park Avenue fifty-nine (59) feet;

THENCE, easterly by the second parcel being conveyed one hundred (100) feet to said Park Avenue;

THENCE, northerly by said Park Avenue sixty-one (61) feet to the point of beginning.

Parcel II:

BEGINNING at a stone monument set in the ground at the southeasterly corner of Parcel I described herein two hundred forty-six and four tenths (246.4) feet from the northerly line of Tufts Street, now Winfield Street;

THENCE, running westerly by the southerly line of Parcel I above described one hundred (100) feet to land now or formerly owned by the Coppus Engineering Corporation;

THENCE, southerly by land now or formerly of said Coppus Engineering Corporation sixty-six (66) feet by a line parallel with Park Avenue and one hundred (100) feet distant therefrom to other land now or formerly of Coppus Engineering Corporation;

THENCE, easterly by said land one hundred (100) feet to Park Avenue;

THENCE, northerly by Park Avenue sixty-four (64) feet to the place of beginning.

Being the same premises conveyed to the Grantors by deed: (i) of David Glick and Norman Glick as Trustees of the Park Avenue Realty Trust dated December 30, 1986 and recorded with the Worcester District Registry of Deeds in Book 10107, Page 124; and, (ii) of David Glick dated October 16, 2008 and recorded with said Registry of Deeds in Book 43416, Page 235."

342 West Boylston Street, Worcester, Massachusetts:

"Parcel I:

The land in Worcester, Worcester County, Massachusetts, with the buildings thereon situated on the easterly side of West Boylston Street, bounded and described as follows:

Beginning at a point in the easterly line of said West Boylston Street at the northwesterly corner of the granted premises and land now or formerly of Israel Gerrol, said point being 165.76 feet northerly, measure by the easterly line of West Boylston Street, from a Worcester Highway marker set at the intersection

of the southerly line of Andover Street and the easterly line of West Boylston Street;

Thence South $73^{\circ} 05' 58''$ East by said Gerrol land 141.48 feet to a point at land now or formerly of Stanley F. and Rita J. Sargut;

Thence South $18^{\circ} 29' 35''$ West by said Sargut land 20.88 feet to a point at land of Harold G. and Virginia E. Johnson;

Thence North $78^{\circ} 15' 25''$ West by said Johnson land 133.73 feet to the easterly line of said West Boylston Street, said line being parallel to the southerly line of the building on the granted premises.

Thence northerly by the easterly line of said West Boylston Street, 33.79 feet to the point of beginning.

Said premises are conveyed together with the right to pass and repass over a 10 foot right of way adjoining the above described premises on the South as recited in said deeds from said Backstrom, et ux and Johnson, et ux.

Said premises are shown on a plan of land in Worcester, Massachusetts owned by Lorraine M. LaForte and Harold G. Johnson and Virginia E. Johnson, dated February 1966, Reney Brothers, Inc. Registered Engineers and Surveyors, Worcester, Massachusetts, recorded at said Deeds in Plan Book 298, Plan 42.

Parcel II:

The land in Worcester, Massachusetts bounded and described as follows:

Beginning at a point in the easterly side of West Boylston Street seventeen and $45/100$ feet northerly of stone monument numbered two (2);

Thence Northerly by said West Boylston Street fifty five (55) feet;

Thence deflecting $89^{\circ} 14'$ to the right easterly one hundred fifty and $75/100$ (150.75) feet;

Thence deflecting to the right southerly fifty four and $97/100$ (54.97) feet;

Thence deflecting to the right westerly one hundred fifty and $14/100$ (150.14) feet to the place of beginning.

Being lot number 5 on said plan of O. Willis Rugg, and containing eighty two hundred seventy and 06/100 (8270.06) square feet of land, more or less.

Excepting, however, a taking by the Commonwealth of Massachusetts for the City of Worcester, dated August 4, 1936, and recorded at the Worcester District Registry of Deeds, Book 2676, Page 1.

Parcel III:

The land in Worcester situated on the easterly side of West Boylston Street and the northerly side of Andover Street, bounded and described as follows:

Beginning at a point on the easterly side of West Boylston Street;

Thence northerly by the easterly side of West Boylston Street, 79.53 [sic.] feet to land of Lorraine M. LaForte;

Thence easterly by said LaForte land, one hundred thirty-three and seventy-three hundredths (133.73) feet to land of Stanley and Rita J. Stargut;

Thence southerly by said Sargut land sixty two and twenty hundredths (62.20) feet to the northerly side of Andover Street;

Thence westerly by the northerly side of Andover Street, one hundred five and thirty four hundredths (105.34) feet to the point of beginning.

Being Lot C on plan of land by Reney Bros., Inc. dated February, 1966 and recorded at the Worcester District Registry of Deeds, Plan Book 298, Plan 42.

For title see Bk 55183 Pg 168."

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

Said 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, 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: THE PARCELS SHALL BE SOLD INDIVIDUALLY AND NOT IN BULK. A NON-REFUNDABLE DEPOSIT OF TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS WILL BE REQUIRED FOR EACH PARCEL. Said deposits are to be paid in certified or bank cashier's check by the purchaser(s) at the times and places of sale, the balances to be paid in certified or bank cashier's check and deeds to be taken by purchaser(s) within thirty (30) days of the sales at the offices of Seder & Chandler, LLP, 339 Main Street, Worcester, Massachusetts, attorneys for the Mortgagee.

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

In the event of the failure or inability of the purchaser(s) to perform and to purchase either Parcel I or Parcel II 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 either such parcel, without further advertisement and without further notice to other bidders or persons. In the event that the Mortgagee offers Parcel I or Parcel II to the second highest bidder and such bidder declines either to purchase the applicable parcel 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 either Parcel I or Parcel II 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.

HOMETOWN BANK a/k/a bankHometown
Present holder of said Mortgage

Robert S. Adler, Esq.
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Attorneys for the Mortgagee

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