

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Southbridge RE, LLC, a/k/a Southbridge RE LLC, to Country Bank for Savings dated May 3, 2018 and recorded with the Worcester District Registry of Deeds in Book 58791, Page 282, as affected by Affidavit Under M.G.L. c. 183 Sec. 5B dated June 27, 2019 and recorded as aforesaid in Book 60662, Page 111 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 17<sup>th</sup> day of January, 2024, on the mortgaged premises believed to be known as 119 Forest Street, Worcester, Worcester County, Massachusetts, all and singular the premises described in said Mortgage, to wit:

“The Land referred to herein below is situated in the County of Worcester, Commonwealth of Massachusetts, and is described as follows:

The Land in said Worcester with the buildings thereon on the westerly side of Forest Street, being part of Lot #1 on a plan of lots for Harold A. Allen, Worcester 1920, Edward D. Woods, Engineer, Revised March 17, 1927, and recorded with the Worcester District Registry of Deeds Book 2464, Page 121, and bounded and described as follows:

BEGINNING at a point in the westerly line of said Forest Street at the northeasterly corner of land conveyed by Hilda A. Linell to John P. Chandler, said point being N 3° 29' E. seventy-two and 16/100 (72.16) feet from an angle in said street;

THENCE by said Chandler land N 80° 06' 30" W one hundred seven and 5/100 (107.05) feet to a point;

THENCE still by said Chandler land S12° 36' W eleven and 20/100 (11.20) feet to land now or formerly of one Skogsberg;

THENCE by said Skogsberg land N 77° 24' W twenty-four and 3/100 (24.03) feet to a point at lot #11 on said plan; THENCE by said lot numbers 11 and 12 on said plan N 6° 52' E one hundred fifty-two (152) feet more or less to a point; THENCE 83° 08' E one hundred twenty-three and 44/100 (123.44) feet to said street;

THENCE by the westerly line of said street S 3° 29' W one hundred forty-seven and 77/00 (147.77) feet to the place of beginning.

Excepting from the above described premises any land taken for the widening of Forest Street.”

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: TWENTY THOUSAND AND 00/100 (\$20,000.00) 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 in connection with the sale shall be paid in cash, or by certified or bank cashier's check within thirty (30) days of the date of the sale and the Deed transferred contemporaneously therewith. The purchaser 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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Date: December 5, 2023

Its Attorneys