

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Luciana Oliveira, as Trustee(s) of 347 Middlesex Road Realty Trust, a Massachusetts Trust, to Avidia Bank dated August 28, 2019, recorded and filed at Middlesex County (Northern District) Registry of Deeds in Book 33295, Page 181; of which Mortgage the undersigned is the present holder for breach of conditions of said Mortgage and for the purpose of foreclosing same will be sold at Public Auction at 11:00 AM on March 1st, 2023 at 347 Middlesex Road, Tyngsborough, MA, all and singular the premises described in said Mortgage, to wit:

The land with the buildings thereon situated in Tyngsborough Middlesex County, Commonwealth of Massachusetts, known as 347 Middlesex Road, Tyngsborough, MA and shown as Lot 9A on a plan entitled "Plan of Land Middlesex Road in Tyngsborough, MA. Prepared for Applewood Construction Corp." by Marchionda & Associates, L.P. dated September 5, 1996 and recorded in the Middlesex North District Registry of Deeds, Plan Book 192, Plan 39, to which said plan and the record thereof reference is hereby made for a more complete description of said premises. Said Lot 9A containing 483,201 square feet (11.09 acres) more or less according to said plan.

The premises is to be sold subject to and with the benefit of all easements, restrictions, building and zoning laws, liens, attorney's fees and costs pursuant to M.G.L.Ch. 183(A)(if applicable), unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession.

TERMS OF SALE:

A deposit of TWENTY-FIVE THOUSAND DOLLARS AND 00 CENTS (\$25,000.00) in the form of a certified check, bank treasurer's check or money order will be required to be delivered at or before the time the bid is offered. The successful bidder will be required to execute a Foreclosure Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to the Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. If the sale is set aside for any reason, the Purchaser at the sale may be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney. The description of the premises contained in said mortgage shall control in the event of an error in this publication. TIME WILL BE OF THE ESSENCE.

Other terms, if any, to be announced at sale.

AVIDIA BANK, HOLDER OF MORTGAGE
BY Its Attorneys,

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