

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 **JOHN'S USED AUTOS AND PARTS, LLC** to **RUDOLPH A. D'ACRI IRREVOCABLE GIFTING TRUST 2011** dated December 7, 2012 and recorded with the Norfolk County Registry of Deeds (the "Registry") in Book 30777, Page 234 (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 Wednesday, September 27, 2023** at the mortgaged premises located on or near 85 Hartford Avenue, Bellingham, Massachusetts (the "Premises"), all and singular the premises described in the Mortgage, to wit:

"A certain parcel of land situated on the southerly side of Old Boston and Hartford Turnpike, sometimes called Hartford Avenue, in Bellingham, Massachusetts, bounded and describes [sic.] as follows:

Beginning at a point in the southerly line of said Hartford Avenue at the northwesterly corner of the granted premises, said point being the northeasterly corner of land of one Varney, formerly of Jarvis Cook; thence easterly along the southerly line of Hartford Avenue, 435 feet more or less, to an iron pin; thence turning an interior angle of 90° and running southerly 400 feet to an iron pin; thence turning an interior angle of 90° and running westerly to land of said Varney, formerly of Jarvis Cook; the last two courses bounding on land of one George H. Stearns; thence northerly and bounding on said land of Varney, formerly of Jarvis Cook, to the point of beginning.

Subject to any and all covenants, conditions, restrictions, easements, encumbrances, rights of way, terms and rights of record, insofar as the same are in force and applicable."

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, 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 non-refundable deposit of TEN THOUSAND (\$10,000.00) DOLLARS 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 thirty (30) 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.

RUDOLPH A. D'ACRI IRREVOCABLE
GIFTING TRUST 2011
Present holder of said Mortgage

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