

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 **JIGHJIGH TERSOO-IVASE** to **ALBERT LAVALLEY and ANNA LAVALLEY** dated April 20, 2021 and recorded with the Worcester District Registry of Deeds (the "Registry") in Book 65011, Page 350 (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 Tuesday, February 13, 2024 at the mortgaged premises located on or near 80 Stanton Street, Unit 33, Worcester, Massachusetts (the "Premises"), all and singular the premises described in the Mortgage, to wit:

"Unit No. 33 (the "Unit") of the Green Hill Estates Condominium, (the "Condominium") created pursuant to Chapter 183A of the Massachusetts General Laws (the "Act") by Master Deed dated November 2, 1988, and recorded with Worcester District Registry of Deeds at Book 11723, Page 311, as amended.

The unit is shown on a plan recorded with the Master Deed, in Plan Book 609, Pan 60, to which is affixed a verified statement in the form provided by Massachusetts General Laws, Chapter 183A, Section 9, and is conveyed subject to and with the benefit of the obligations, restrictions, rights and liabilities contained in G.L. c. 183A, the Master Deed, and the Declaration of Trust.

Each of the units in the Condominium is intended for residential purposes and such other uses permitted by the applicable Zoning Ordinances and as are set forth in the Master Deed, and the Green Hill Estates Condominium Trust.

The undivided percentage interest of the unit in the common areas and facilities as stated in the Master Deed (a) in the common areas and facilities of the condominium, as described in the Master Deed, and (b) in the Green Hill Estates Condominium Trust contemporaneously recorded therewith, and with any exclusive easement specified in the aforesaid Master Deed, or in the first unit deed including without limiting the generality hereof, parking rights, and storage area(s).

For Unit Owner's title reference, see deed dated May 21, 2015 and recorded at the Worcester County Registry of Deeds in Book 53836, Page 132."

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 (i) 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, and (ii) covenants, conditions, restrictions, reservations, easements, liens for common charges, options, powers of attorney, and limitation on title created by the Commonwealth of Massachusetts, General Laws, Chapter 183A or set forth in the Master Deed of The Green Hill Estates Condominium dated November 2, 1988 and recorded in

Book 11723, Page 311, as affected by Scrivener's Affidavit in Book 18478, Page 381 in the related Declaration of Trust of The Green Hill Estates Condominium Trust dated November 2, 1988, recorded in Book 11723, Page 328, pursuant to Amended Rules and Regulations in Book 49648, Page 295 and Collection Resolution in Book 16296, Page 389 in the related By-Laws, in any instrument creating the estate or interest examined for this report and in any of the instruments aforesaid, and (iii) possible lien for common area charges under M.G.L. c. 183A, Section 6.

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.

ALBERT LAVALLEY and ANNA LAVALLEY
Present holders of said Mortgage

Jennifer L. Conrad, Esq.
SEDER & CHANDLER, LLP
339 Main Street
Worcester, MA 01608
(774)243-9958
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