

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 **COUNTRY HOME BUILDERS, INC.** to **RICHARD F. D'ACRI, TRUSTEE OF RUDOLPH A. D'ACRI IRREVOCABLE GIFTING TRUST-2011** dated June 29, 2022 and registered with the Norfolk County Registry District of the Land Court (the "Registry") as Document No. 1,506,198 and noted on Certificate of Title 207890 (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 Thursday, December 19, 2024** at the mortgaged premises located on or near Hartford Avenue, Bellingham, Massachusetts (the "Premises"), all and singular the premises described in the Mortgage, to wit:

"The land on Hartford Avenue in Bellingham in the County of Norfolk, Commonwealth of Massachusetts, bounded and described as follows:

Southerly by a Highway, eight hundred-fifty-seven (857) feet; Westerly by land now or formerly of Angelo Perri; Northwesterly and Northerly by land now or formerly of Fabyan Woolen Co., et al, called Beaver Pond, an artificial pond; and Easterly two hundred seventy-eight and 65/100 (278.65) feet; Southeasterly three hundred fourteen and 20/100 (314.20) feet; Southerly one hundred fifty-five and 70/100 (155.70) feet; Easterly five hundred ninety-six and 80/100 (596.80) feet by land now or formerly of Sabra Clark.

All of said boundaries, except the street line and line of Beaver Pond, are determined by the Land Court to be located as shown on a plan drawn by Henry W. Gaskill, Surveyor, dated

December 1919, as modified and approved by said Court, filed in the Land Registration office as No. 10416A, a copy of a portion of which is filed in Norfolk Registry District with Certificate No. 14928, Volume 75.

The above described land is subject to the right appurtenant to land of the Fabyan Woolen Company, et al, to maintain the dam on the westerly side thereof, as shown on said plan, as the same exists at date of original decree, and there is appurtenant to said land the rights set forth on a deed given by Angelo Perri to the Fabyan Woolen Co. and the Bellingham Woolen Company, dated October 9, 1924, duly recorded in Book 1617, Page 41.

The above described land is subject also to any public rights of access to and from the original Great Pond situated within the limits of said Beaver Pond.

The above described land is subject also to the right of way as set forth in Document No. 113673.

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

For title see Certificate of Title No. 207313.

BEING the same premises conveyed to the Mortgagor by Deed of Richard F. D'Acri, Trustee of the Rudolph A. D'Acri Irrevocable Gifting Trust-2011 dated June 8, 2022 and registered with said Registry herewith."

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 TWENTY THOUSAND (\$20,000.00) 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.

RICHARD F. D'ACRI, TRUSTEE OF  
RUDOLPH A. D'ACRI IRREVOCABLE  
GIFTING TRUST-2011  
Present holder of said Mortgage

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