

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 Ronald J. Cooper and Ann Marie Cooper (hereinafter and collectively “ Mortgagor”) to of Rollstone Bank & Trust f/k/a Fitchburg Savings Bank, FSB (the “Mortgagee”), dated December 16, 2005 and recorded with the Worcester Northern District Registry of Deeds in Book 5967 at Page 333, 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 o'clock A.M. on the 23rd day of April, 2025 at 5 Kurikka Place, Westminster, Worcester County, Massachusetts, all and singular the premises described in said mortgage,

TO WIT:

A certain tract of land, with the buildings thereon, situated on Kurikka Place, Westminster, Worcester County, Massachusetts bounded and described as follows:

Beginning at a point on the westerly side of Kurikka Place at land reserved as roadway for proposed subdivision;

Thence N. 58° 19' 04" W. by said reserved land a distance of 297.61 feet to a point;

Thence N. 28° 37' 23" E. a distance of 150.21 feet by other land of Pandiscio, Inc. to a point;

Thence S. 58° 19' 04" E. a distance of 297.16 feet by other land of Pandiscio, Inc. to a point on the westerly sideline of Kurikka Place;

Thence by the westerly sideline of Kurikka Place, S. 29° 31' 44" W. a distance of 71.60 feet to a point;

Thence still by the westerly sideline of Kurikka Place, S. 27° 28' 36" W. a distance of 78.66 feet to the place of beginning.

Said premises contain 44,506 square feet and are shown as Lot C on Plan of Land prepared for Pandiscio, Inc., dated June 19, 1978, prepared by Michael S. Szoc and recorded with Worcester Northern District Registry of Deeds in Plan Book 229, Page 2.

Being the same premises conveyed to Ronald J. Cooper and Ann Marie Cooper by deed recorded with Worcester Northern District Registry of Deeds at Book 5967 Page 331

The premises being offered for sale will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, conditions, covenants, liens or claims in the nature of liens, any and all claims in an nature or form, improvements, public or other assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, if any there be, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed, and also subject to all federal, state and municipal laws, regulations, codes and ordinances.

Terms of sale: A deposit of ten thousand dollars (\$10,000) by certified or bank check will be required to be paid by the Purchaser at the time and place of sale and said bidder shall be required to sign a Memorandum of Sale containing the above and any announced terms. The Sale shall not be complete until such deposit is paid and such Memorandum is signed. In the event the successful bidder at the public action fails to perform in the time specified to purchase the premises, the Mortgagee reserves the right, at its sole election, to sell the premises by foreclosure deed to the other qualified bidders, in descending order, beginning with the next highest bidder and reserves the right, at its sole election, to assume the bid of any defaulting or declining bidder. The Purchaser shall be required to deliver the balance of the bid price to the bank by certified or bank check at the Law Offices of Dombrowski, Aveni & Bunnell, P.C. 6 Grove Avenue, Leominster, MA 01453 within thirty (30) days from the date of the auction sale at which time the foreclosure deed and relevant documents will be delivered to the Purchaser. The Purchaser shall be solely responsible for filing and recording of the foreclosure documents and for the payment of deed excise tax stamps and filing and recording fees. The Mortgagee may postpone the sale by public proclamation at the original or postponed time and date of sale. In the event of an error in this publication, the description of the premises contained in said mortgage shall control.

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

Signed: Rollstone Bank & Trust f/k/a Fitchburg Savings Bank, FSB, Present
Holder of said mortgage

By its Attorney:

Jeffrey A. Aveni, Esq. BBO #558590

Dombrowski, Aveni & Bunnell, P.C.

6 Grove Avenue

Leominster, MA 01453

(978) 840-0001