

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 Rachel J.F. Bettencourt(hereinafter" Mortgagor") to Rollstone Bank & Trust f/k/a Fitchburg Savings Bank, FSB (the "Mortgagee"), dated March 16, 2007 and recorded with the Worcester South District Registry of Deeds in Book 40829 at Page 292, 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 9th day of October, 2026 at 31 Pinewood Drive, Unit 13B, Gardner, Worcester County, Massachusetts, all and singular the premises described in said mortgage,

TO WIT:

The Unit ("Unit") known as Unit 13b of the Pinewood Estates Condominium, Gardner, Worcester County, Massachusetts, a Condominium established by West Broadway Realty Trust pursuant to Massachusetts General Laws, Chapter 183A, by Master Deed dated February 9, 2006, and recorded in Worcester District Registry of Deeds on February 9, 2006, in Book 38364, Page 260.

The Unit is shown on the floor plans of the building filed with the Worcester District Registry of Deeds at Plan Book 854, Plan 41 and on the copy of that portion of the plan attached hereto in accordance with Section 9 of said Chapter 183A.

Said Unit is conveyed together with:

1. An appurtenant and undivided 9.09% percent interest in the Common Areas and Facilities of the Property described in said Master Deed ("Common Elements") attributable to the Unit as shown on Exhibit B to said Master Deed as the same may be amended.
2. The exclusive right to use one (1) parking space included as part of the exclusive right to use one (1) parking space included as part of the Common Area and located directly in front of the garage of the Unit.
3. An easement for the exclusive use of the porches, patios, stairs and decks to which the sole access is from the Unit.
4. An easement for the continuance of all encroachments by the Unit on the adjoining Common Elements existing as a result of construction of the Unit, or may come into existence hereafter as a result of settling or shifting of the Unit, or as a result of repair or restoration of repair or restoration of the building or of the Unit, after damage or destruction by fire or other casualty, or after taking in eminent domain proceedings, or by reason of an alteration or repair to an alteration or repair to the Common Elements made by or with the consent of the Board of Trustees.
5. An easement in common with the Owners of the other Units to use any pipes, wires, ducts, chimneys, flues, cables, conduits, public utility lines and other Common Elements located in any of the of the other units or elsewhere on the Property,

and serving the Unit.

6. An exclusive easement for the use of the lawn and landscaped area located directly to the rear of the unit as shown on the site plan.

Said Unit is conveyed subject to:

1. Easements in favor of adjoining Units and in favor of the Common Elements for the continuance of all encroachments of such adjoining Units or Common Elements on the Unit, now existing as a result of construction of the buildings, or which may come into existence hereafter as a result of settling or shifting of the Building or of any adjoining Unit or of the Common Elements after damage or destruction by fire or other casualty, or after taking in eminent domain proceedings, or by reason of alteration or repair to the Common Elements made by or with the consent of the Board of Trustees.
2. An easement in favor of any adjoining Units as a common user of any common entryways and hallways (if said steps, entrances and hallways serve more than one Unit).
3. An easement in favor of the other, Units to use the pipes, wires, chimneys, ducts, flues, conduits; cables, public utility lines and other Common Elements located in the Unit and serving such other Units.
4. An easement in favor of the other Units to use any parking areas owned as part of the Common Elements, as the same may be regulated by the Board of Trustees.
5. The provisions of the Master Deed and Declaration of Trust and By-Laws, including phasing and any other rights reserved to the grantor as Declarant in the Master Deed, all easements, rights-of-way restrictions and covenants, and floor plans of the Condominium recited therein and incorporated herein by reference which have been recorded as part of the Master Deed, as the same may be amended from time to time by instruments recorded in Worcester District Registry of Deeds, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at, any time any interest or estate in the Unit, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein.

The Unit is intended only for residential purposes. No use may be made of the Unit except as a residence for the Owner thereof or members of his or her immediate family resident with the Owner or such lessees as may be permitted under the By-Laws

may be used as an office whether or not accessory to a residential use.

Being the same premises conveyed to Rachel J.P. Bettencourt by deed of Ronald D. Hakala, Trustee of the West Broadway Realty Trust, dated March 16, 2007 and recorded with said Deeds in Book 40829, Page 288.

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, condominium documents, condominium declaration of trust, condominium liens, condominium assessments, liens or claims in the nature of liens, any and all claims in an nature of from, 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 with 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 as 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 obtaining a certification pursuant to the provisions of M.G.L. Ch. 183A Section 6(d) and the filing and recording of the foreclosure documents and for the payment of deed excise tax stamps and any and all 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:

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