

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Todd A. Trottier and Kemmy M. Trottier to Dean Cooperative Bank, dated December 27, 2013 and recorded at Worcester County Registry of Deeds on December 27, 2013, in Book No. 51893, at Page 298, of which mortgage the undersigned is the present holder Dean Cooperative Bank, for breach of the conditions of said mortgage and for the purpose of foreclosing same will be sold at public auction at 10:00 AM, on November 8, 2023 on the mortgaged premises being known as 29 Kempton Road, Millville, MA, being all and singular the premises described in said mortgage to wit:

The land at 29 Kempton Road, Millville, Worcester County Massachusetts being shown as Parcel B on a plan entitled, "Plan of Land" B" Millville, Mass. Belonging to Robert E. Grenier and Thomas F. Lyon", dated January, 1967, by Henry Patriarca Professional Engineer, Grochowski Associates, recorded with Worcester County (Worcester District) Registry of Deeds, Plan Book 306, Plan 116.

SAID PREMISES ARE SUBJECT TO THE FOLLOWING ENCUMBRANCES:

1. Title to and rights of the public and others in so much of the premises as lies within the bounds of the streets and ways shown on the above referenced plan.

Being the same premises as conveyed to the mortgagor by deed of Elliot D. Lucil and Brenda G. Lucil, dated December 27, 2013, recorded at Worcester County Registry of Deeds in Book No. 51893, at Page 296.

The above described premises will be sold **SUBJECT TO** and with the benefit of all restrictions, easements, covenants, conditions, building and zoning laws, to any and all unpaid taxes, tax titles, water and sewer charges, municipal or other public taxes, assessments or liens, rights of tenants and parties in possession, if any.

TERMS OF SALE:

A deposit of \$7,500.00 DOLLARS shall be required to be made to the mortgagee in cash, by certified or by cashier's check at the time and place of the sale as a deposit. The successful bidder will be required to execute an Auction Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid in cash, by certified check, by cashier's check, or other check satisfactory to Mortgagee's attorney within thirty (30) days thereafter at the offices of BARSH AND COHEN, P.C., Attorneys for the Mortgagee, 500 Turnpike Street Suite 201, Canton, MA 02021, in exchange for which and at such time and place, the deed shall be delivered to the purchaser for recording.

The Mortgagee reserves the right to amend the foregoing terms of sale by written or oral announcement made before the auction sale, during the sale thereof or at the commencement of or during any postponed sale, the right to bid at the sale, to reject any and all bids, and to postpone the sale up until the time the property is declared sold by the auctioneer.

The description of the premises contained in said mortgage shall control in the event of an error in the Notice of Mortgagee's Sale or its publication.

OTHER TERMS TO BE ANNOUNCED AT THE TIME AND PLACE OF THE SALE.

Dated: October 6, 2023

(signed:) Dean Cooperative Bank
Present Holder of said Mortgage
By its Attorneys,
Barsh and Cohen, P.C.

Neil Cohen, Esquire
Attorney for the Mortgagee
500 Turnpike Street Suite 201, Canton, MA 02021
(617) 332-4700