

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Dennis D Duquette to Eastern Bank, dated July 22, 2013 and recorded at Worcester County Registry of Deeds on July 22, 2013, in Book No. 51235, at Page 287, of which mortgage the undersigned is the present holder Eastern 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 February 8, 2024 on the mortgaged premises being known as 9 Village Lane, #9, Berlin, MA, being all and singular the premises described in said mortgage to wit:

UNIT NO. 9 (the "Unit") in the Mosaic Commons Cohousing Condominium located in Berlin, Massachusetts, created by Grantor pursuant to Chapter 183A of the Massachusetts General Laws ("Chapter 183A") by Master Deed dated December 6, 2008 and recorded with the Worcester County Registry of Deeds (the "Registry") on December 18, 2008 in Book 43601, Page 106, together with a one point three eight percent (1.38%) undivided interest in the Common Areas of the Condominium as defined and described in the Master Deed.

The Unit contains one-thousand two-hundred (1200) square feet, more, or less, as shown on the plans filed with the Master Deed, and to which is affixed the verified statement in the form required by Section 9 of Chapter 183A.

The post office address of the Unit is 9 Village Lane, Berlin, MA 01503.

The Unit is conveyed with the right to use certain parking space(s), as set forth in the Master Deed, and subject to the provisions thereof.

The Unit is conveyed subject to and with the benefit of:

the provisions of Chapter 183A, as from time to time they may be amended, and all other applicable law;

All rights, easements, interests and provisions of the Master Deed and the Declaration of Trust of the Sawyer Hill Condominium (the "Primary Condominium") recorded in the Registry on December 18, 2008 in Book 43600, Page 301 & 337 and all rules and regulations thereto governing the operation of the Primary Condominium, as all such documents may from time to time be amended in accordance with the terms thereof;

All rights, easements, interests and provisions of the Master Deed and the Declaration of Trust of the Mosaic Commons Cohousing Condominium recorded in the Registry on December 18, 2008 in Book 43601, Page 106 & 174 (the "Secondary Condominium") and all rules and regulations thereto governing the operation of the Secondary Condominium, as all such documents may from time to time be amended in accordance with the terms thereof;

Real estate taxes assessed against the Unit which are not yet due and payable;

Provisions of existing applicable building and zoning laws, including without limitation that certain Town of Berlin Zoning Board of Appeals made the Findings and Decision on Comprehensive Permit for the Application of Sawyer Hill LLC – Local Initiative Program dated January 10, 2007, filed with the Town Clerk on January 17, 2007 and recorded with the Registry on February 8, 2007 in Book 40644, Page 332, as the same has been and may in the future be amended from time to time;

That certain Conservation Restriction granted to the Sudbury Valley Trustees dated July 24, 2007 and recorded with the Registry in Book 42980, Page 263;

All easements and restrictions of record, insofar as now in force and effect

Being the same premises as conveyed to the mortgagor by deed of Sawyer Hill LLC, dated July 22, 2013, recorded at Worcester County Registry of Deeds in Book No. 51235, at Page 267.

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: January 5, 2024

(signed:) Eastern 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
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