

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in that certain Mortgage given by Zmetra Land Holdings, LLC which acquired title as Zmetra Land Holding, LLC (the "Mortgagor") to Newtek Small Business Finance, LLC dated September 27, 2019 (the "Mortgage") and recorded with the Worcester South District Registry of Deeds (the "Registry") in Book 61234, Page 36, and an Assignment of Leases and Rents, dated September 27, 2019, recorded in Book 61234, Page 57, 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 11:00 AM on the 13th day of February, 2025 at 2 Old Worcester Road, Webster, Massachusetts, being more particularly in said mortgage, to wit:

Parcel I:

The land with the buildings thereon of every nature and description and all the privileges and appurtenances thereto belonging, situated in Webster, Worcester County, Massachusetts, being a certain tract of land consisting of three (3) parcels lying westerly of the 1933 layout of Worcester road and easterly of the Old Worcester Road, bounded and described as follows:

Tract 1:

Beginning at an iron pin in the easterly line of said Old Worcester Road at the northwest corner of land now of Zmetra;

THENCE northwesterly by said easterly line of Old Worcester Road, two hundred twenty (220) feet to a point;

THENCE easterly a distance of two hundred eighty-one (281) feet to land now or formerly, of Slater;

THENCE southerly, a distance of one hundred nine (109) feet to a spike at land of said Zmetra;

THENCE westerly by said Zmetra land, a distance of one hundred forty and four tenths (140.4) feet to the point of beginning.

Tract 2:

Beginning at a Massachusetts highway bound marking an angle in the westerly line of said Worcester Road opposite station 52 + 35.62 of the 1933 layout of said road;

THENCE westerly by land of Zmetra, thirty and three tenths (30.3) feet to an iron pipe;

THENCE northerly by said Zmetra land and by Tract 1, a distance of one hundred forty-one and thirty-eight hundredths (141.38) feet to a point;

THENCE easterly a distance of twenty-one and fifty hundredths (21.50) feet to a point in the westerly line of the 1933 layout of said Worcester Road;

THENCE southerly by said sideline, a distance of one hundred forty-two and $92/100^{\text{ths}}$ (142.92) feet to the point of beginning.

The above two tracts (2 tracts) are subject to a pole easement as described in Book 2585, Page 541.

Tract 1 is the tract conveyed to Gertrude Cohen et al by John Marsch as Tract 1 of the deed recorded in Worcester District Registry of Deeds, Book 2964, page 324 and dated August 10, 1933.

Tract 2 is a portion of Tract 2 in the above referenced deed.

The third parcel consists of the tract conveyed by the Roman Catholic Bishop of Springfield to Jacob Cohen by deed dated August 31, 1933 and recorded in the Worcester District Registry of Deeds, Book 2964, Page 323 and is bounded and described as follows:

BEGINNING at a point in the easterly line of the Old Worcester Road at a point two hundred twenty (220) feet northwesterly of the northwest corner of land of Zmetra, said beginning point also being the northwest corner of Tract No. 1;

THENCE northwesterly by said easterly sideline of the Old Worcester Road, a distance of twenty-five (25) feet to land of the Roman Catholic Bishop of Worcester, known as Sacred Heart Cemetery;

THENCE easterly by said Sacred Heart Cemetery, a distance of about two hundred ninety (290) feet to land, now or formerly, of Slater;

THENCE southerly by land, now or formerly, of said Slater, one hundred nine (109) feet to a point, said point being the northeasterly corner of tract No. 1;

THENCE westerly by said tract, two hundred eighty-one (281) feet to the point of beginning.

The above third tract is subject the conditions recited in the reference deed as regards the sale of liquor and the drainage rights of the Commonwealth of Massachusetts.

The above tracts are shown on plan entitled "Land to be conveyed by Jacob Cohen to Joseph L. and Stasia C. Zmetra" dated Jan. 18, 1961 Plan Book 253, Plan 112.

MEANING AND INTENDING to convey all the right, title and interest derived from the Roman Catholic Bishop of Springfield to Jacob Cohen by deed dated August 31, 1933 and recorded in Worcester District Registry of Deeds in Book 2964, Page 323; also Tract No. 1 and a portion of Tract No. 2 in a deed from John Marsch to Gertrude C. Cohen by deed dated Aug. 10, 1933 and recorded in said Worcester Registry of Deeds in Book 2964, Page 342.

ALL THREE (3) ABOVE TRACTS BEING the same premises conveyed to grantor by deed of Jacob Cohen, Trustee, et al dated February 15, 1961 and recorded in the Worcester District Registry of Deeds, Book 4174, Page 558.

And also a fourth parcel, the land in Webster, with the building there on of every nature and description and all the privileges and appurtenances thereto belonging, situated at or near the junction of Worcester Road, so-called, which is the old location of the Highway leading to Oxford and Worcester, and the new location of said Highway, being a parcel triangular in shape, comprising all the land conveyed to Joseph P. Love by deed from T. Sherwood Boyd dated January 11, 1926 and recorded with Worcester District Deeds, Book 2434, Page 432 and by deed from S. Slate and Sons, Inc. dated September 9, 1927 and recorded with said Deeds, Book 24448, Page 275, bounded generally as follows:

NORTHERLY by location of the Southern New England Railroad Corporation;

EASTERLY by land formerly of S. Slater and Sons, Inc. about one hundred eighty-six and two tenths (186.2) feet, the new location of said Highway now extending along or near the said easterly boundary;

and SOUTHWESTERLY by said Worcester Road;

Parcel II

The land in Webster, Worcester County, Commonwealth of Massachusetts bounded and described as follows:

Tract 1:

Land in the Town of Webster, County of Worcester, Commonwealth of Massachusetts on the Westerly side line of Worcester Road Massachusetts Route 12 and shown as Parcel B on a plan entitled "Ronald J. Zmetra and Stasia C. Zmetra and Land of Roman Catholic Bishop of Worcester" dated 2 May 1988 bounded and described as follows:

BEGINNING at an iron rod on the westerly side line of Worcester Road Route 12 at the southeasterly corner of the Parcel to be described; said iron rod being N. 03 38' 38" w. and 142.92 feet from a Massachusetts Highway Bound;

THENCE N. 81° 49' 16" W. along land of Ronald J. Zmetra and Stasia C. Zmetra for a distance of 21.50 feet to a point;

THENCE N. 00° 07' 41" W. along land now or formerly of Ronald J. Zmetra and Stasia C. Zmetra for a distance of 124.00 feet to an iron pipe;

THENCE N. 83° 36; 37"" E. along land of grantor for a distance of 13.45 feet to a point on the westerly side line of Worcester Road, Massachusetts Route 12;

THENCE S. 03° 38; 38" E. along the westerly side line of Worcester Road, Massachusetts Route 12 for a distance of 128.81feet to the iron rod at the point of beginning.

The above-described Parcel contains 2,185 square feet.

Tract 2:

Land in the Town of Webster, county of Worcester, Commonwealth of Massachusetts on the easterly side of Old Worcester Road and shown as Parcel C. on a plan entitled " Ronald J. Zmetra and Stasia C. Zmetra and land of Roman Catholic Bishop of Worcester" dated 2 May, 1988 bounded and described as follows:

BEGINNING at an iron pipe on the easterly side line of Old Worcester Road at the southwesterly corner of the Parcel to be described; said iron pipe being the northwesterly corner of land owned by Ronald J. Zmetra and Stasia C. Zmetra;

THENCE N. 37° 01' 51" W. along the easterly sideline of Old Worcester Road for a distance of 27.28 feet to a point;

THENCE S. 81° 17' 37" E, along land of the grantor for a distance of 90.13 feet to a point;

THENCE S. 83° 36' 37" W. along land of the grantee for a distance of 73.11 feet to the iron pipe at the point of beginning.

The above described Parcel Contains 858 square feet.

For Mortgagor's title see Quitclaim Deed dated December 28, 2018 and recorded with the Registry on December 31, 2018 in Book 59889, Page 204.

In the event of any typographical errors in the publication of this notice, the description in the Mortgage shall control.

Said premises shall also be sold subject to and/or with the benefit of any and all other restrictions, easements, improvements, covenants, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of liens, attachments and existing encumbrances of record created prior to the Mortgage, if any there be, insofar as in force and applicable.

Said premises will also be sold subject to all leases and tenancies having priority over said Mortgage, to tenancies or rights of parties in possession now or at the time of said auction which are subject to said Mortgage, to rights or claims in personal property installed by tenants or former tenants now located on the premises, and to laws and ordinances including, but not limited to, all building and zoning laws and ordinances.

Terms of sale:

The highest bidder in the sale shall deposit a bank treasurer's check, or certified check in the amount of Fifty Thousand Dollars (\$50,000.00) at the time and place of the sale as a non-refundable earnest money deposit towards the purchase price to be held at the option of the Mortgagee as liquidated damages for any default by the successful bidder. The highest bidder shall then be required to remit by federal wire transfer an additional non-refundable deposit to bring in an amount sufficient to make the total deposit equal to ten percent (10%) of the purchase price within five (5) business days of the date of the public auction.

The balance of the purchase price shall be paid upon delivery of the deed within thirty (30) days of the date of the public auction. Each successful bidder shall be required to sign a Memorandum of Sale at the public auction containing the terms herein and any additional terms set forth in the Memorandum of Sale or announced at the public auction.

In the event that any successful bidder at the public auction fails to perform in the time specified to purchase the applicable premises, the Mortgagee reserves the right, at its sole election, to sell such premises by foreclosure deed to the other qualified bidders, in descending order beginning with the next highest bidder, provided that in each case the next highest bidder delivers to Mortgagee the amount of the required deposit within five (5) business days after written notice of the default of the previous highest bidder and promptly executes a Memorandum of Sale providing for performance within thirty (30) days of execution. Mortgagee also reserves the right, at its sole election, to assume the bid of any defaulting or declining bidder. The Mortgagee reserves the right to postpone this sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date.

Other terms to be announced at sale.

For inquiries concerning the auction, please contact Samantha Saperstein at ssaperstein@pesco.com.

Newtek Small Business Finance, LLC,
present holder of the Mortgage,

By its attorney,
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