

## NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage, Security Agreement, and Assignment of Rents given by 13 Hope Avenue Junction, LLC to First Bank Financial Centre, dated September 9, 2016, and recorded with the Worcester County (Worcester District) Registry of Deeds in Book 55964, Page 70, of which mortgage the undersigned, First Bank Financial Centre ("Mortgagee"), 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 February 20, 2019, on the mortgaged premises located at 13 Hope Avenue, Worcester, Worcester County, Massachusetts 01603 (the "Premises"), all and singular the premises described in said mortgage,

To wit:

The land, with all buildings and improvements thereon, on the Southwesterly side of Hope Avenue in the City of Worcester, Worcester County, Commonwealth of Massachusetts, which land is more particularly identified as "Tract 2" on Plan Book 428, Plan 43 entitled "Land in Worcester, Massachusetts owned by Worcester Pressed Aluminum Corp.", dated January 12, 1976, revised July 22, 1976, prepared by Reney Brothers, Inc., Registered Engineers & Surveyors, Worcester, Massachusetts, bounded and described as follows:

BEGINNING at the Northwesterly corner of the herein described premises at a point on the Southwesterly line of Hope Avenue; said point being distant S. 65° 59' 51" E., 339.22 feet from the intersection of the Southwesterly line of Hope Avenue and the Southeasterly line of Evers Street;

THENCE S. 65° 59' 51" E. by said Hope Avenue, 121.42 feet to a point on the Northwesterly location line of the Norwich and Worcester Railroad;

THENCE S. 22° 40' 06" W. 190.80 feet to a point;

THENCE N. 51° 32' 54" W., 2.85 feet to a point;

THENCE S. 22° 40' 06" W., 81.60 feet to a point on the Northeasterly line of Tracy Place; the last three courses being by the Northwesterly location line of the Norwich and Worcester Railroad;

THENCE N. 73° 53' 53" W. by said Tracy Place, 107.00 feet to a point;

THENCE N. 11° 33' 30" E. 134.53 feet to a point;

THENCE N. 27° 41' 05" E. 155.28 feet to the point of beginning. The last two courses being by the Southeasterly line of Tract 1.

TOGETHER with a right of way for the use and benefit of Tracts 1 and 2, as shown on said plan, bounded and described as follows:

BEGINNING at the Northeasterly corner of the herein described easement and at the northwesterly corner of Tract 2 as shown on said Plan;

THENCE S.27° 41' 05" W. 155.28 feet to a point;

THENCE S. 11° 33' 30" W. 134.53 feet to a point;

THENCE N. 73° 53'53" W. 12.54 feet to a point;

THENCE N. 11° 33' 30" E. 133.53 feet to a point;

THENCE N. 15° 33' 30" E. 159.38 feet to a point on the southwesterly line of Hope Avenue;

THENCE S. 65° 59' 51 " R 45.58 feet along Hope Avenue to the point of beginning.

SUBJECT to a right of way for the use and benefit of Tracts 1 and 2 as shown on said plan, bounded and described as follows:

BEGINNING at the Northwesterly corner of the herein described easement and at the Northwesterly corner of Tract 2 as shown on said plan;

THENCE S. 27° 41' 05" W. 155.28 feet to a point;

THENCE S. 110 33' 30" E. 134.53 feet to a point;

THENCE S. 73° 53' 53" E. 12.54 feet to a point;

THENCE N. 11° 33' 30" E. 135.52 feet to a point;

THENCE N. 26° 19' 45" E. 152.39 feet to a point on the Southwesterly line of Hope Avenue;

THENCE N. 65° 59' 51" W. 8.42 feet to the point of beginning.

MAINTENANCE of said rights of way shall be shared equally by the owners of Tract 1 and Tract 2. Said rights of way shall be used for all purposes for which streets are used, including, but not limited to passing and repassing by vehicles and pedestrians, the installation and repair of utilities and further provided that no parking of vehicles at any time shall be allowed thereon. Said rights of way shall be also subject to all easements and rights of way for sewer, pipe lines, poles, wires and other utility facilities on, under, through and over the land described above.

SUBJECT to the provisions of the Notice of Activities and Use Limitations dated April 7, 2015 and recorded with said Registry in Book 53576, Page 164.

For mortgagor's title, see deed recorded with the Worcester County (Worcester District) Registry of Deeds in Book 55964, Page 66.

The Premises is to be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public 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, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

Terms of sale: A non-refundable deposit of Five Thousand and 00/100 Dollars (\$5,000.00) by cash or certified funds or bank check will be required to be paid by the purchaser (highest bidder), at the time and place of sale; which non-refundable deposit shall be increased to ten (10%) percent of the bid amount within five (5) business days of the date of the public sale payable by cash or certified funds or bank check and delivered to the law office of Cohn & Dussi, LLC, 68 Harrison Avenue, Suite 502, Boston, MA 02111. The balance is to be paid by certified or bank check at the law office of Cohn & Dussi, LLC, 68 Harrison Avenue, Suite 502, Boston, MA 02111, within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. In the event of an error in this publication, the description of the premises contained in said mortgage shall control.

The Mortgagee reserves the right to postpone the sale to a later date by public proclamation on the date and at the time and place appointed for the sale and to further postpone at any adjourned sale date by public proclamation on the date and at the time and place appointed for the adjourned sale.

In the event of the failure or inability of the purchaser to perform and to purchase the premises in accordance herewith, the Mortgagee reserves the right (but is not obligated) to accept, subject to the Memorandum of Sale, the second highest bid for the premises, without further advertisement and without further notice to other bidders or persons. In the event that the Mortgagee offers the premises to the second highest bidder and such person declines either to purchase the premises at the second highest bid price or to sign the Memorandum of Sale, then the Mortgagee may elect (but is not obligated) to exercise the rights of the second highest bidder under this paragraph and to purchase the premises at the second highest bid price, without further advertisement and without further notice to other bidders or persons.

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

First Bank Financial Centre,  
Present holder of said mortgage  
By its Attorneys,  
COHN & DUSSI, LLC  
68 Harrison Avenue, Suite 502  
Boston, MA 02111  
(781) 494-0200  
20180490