

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Baheege R. Ayik to Bank of America, N.A. dated March 21, 2019 and recorded with the Worcester County (Worcester District) Registry of Deeds, in Book 60217, Page 246, 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 March 6, 2024**, on the premises known as **879 Boston Turnpike a/k/a 891 Boston Turnpike, Shrewsbury, Massachusetts**, the premises described in said mortgage, together with all the rights, easements, and appurtenances thereto, to wit:

The following land in said Shrewsbury, County of Worcester, and State of Massachusetts: On the Northerly side of the Boston and Worcester Turnpike, bounded and described as follows:

Beginning at a point in the Northerly line of the Boston and Worcester Turnpike, 600 feet Easterly from a Massachusetts Highway bound at Station 190, said point of the Southeasterly corner of land of one Mitchell;

Thence North 9 degrees 54 feet 15 inches West 300 feet;

Thence north 80 degrees 5 feet 45 inches east 100 feet;

Thence South 9 degrees 54 feet 15 inches East 300 feet to the Northerly line of said Turnpike;

Thence South 80 degrees 5 feet 45 inches West 100 feet along the Northerly line of said Turnpike to the point of beginning.

Being the same premises conveyed to Baheege R. Ayik and Irene Ayik, husband and wife, by Deed dated November 1, 1955, as recorded with the Worcester District Registry of Deeds, Book 3727, Page 460.

Being previously conveyed by Deed from Irene Ayik to Baheege R. Ayik dated 09/20/1982, and recorded on 12/21/1983 at Document Reference 8032/227 in Worcester County, Massachusetts.

APN: MAP: 36; Parcel: 007000

Terms of Sale: These premises are being sold subject to any and all unpaid real estate taxes, water rates, municipal charges and assessments, condominium charges, expenses, costs, and assessments, if applicable, federal tax liens, partition wall rights, statutes, regulations, zoning, subdivision control, or other municipal ordinances or bylaws respecting land use, configuration, building or approval, or bylaws, statutes or ordinances regarding the presence of lead paint, asbestos or other toxic substances, sanitary codes, housing codes, tenancy, and , to the extent that they are recorded prior to the above mortgage, any easements, rights of way, restrictions, confirmation or other matters of record.

Purchaser shall also bear all state and county deeds excise tax. The deposit of \$10,000.00 is to be paid in cash or bank or certified check at the time and place of the sale, with the balance of the purchase price to be paid by bank or certified check within forty-five (45) days after the date of the sale, to be deposited in escrow with Guaetta and Benson, LLC, at 73 Princeton Street, Suite 208, North Chelmsford, Massachusetts.

In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right to

sell the property by foreclosure deed to the second highest bidder or, thereafter, to the next highest bidders, providing that said bidder shall deposit with said attorney, the amount of the required deposit as set forth herein within five (5) business days after written notice of the default of the previous highest bidder.

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

Dated: February 8, 2024
Present holder of said mortgage

Bank of America, N.A.
by its Attorneys
Guaetta and Benson, LLC
Peter V. Guaetta, Esquire
P.O. Box 519
Chelmsford, MA 01824