

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in that certain Mortgage given by Steven M. Serio (the "Mortgagor") to Newtek Small Business Finance, LLC dated December 10, 2021 (the "Mortgage") and recorded with the Bristol County (Fall River) Registry of Deeds at Book 10849, Page 1, 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 1:00 PM on the 1<sup>st</sup> day of May, 2024 at 273 Kispert Court, Swansea, Massachusetts, being more particularly in said mortgage, to wit:

That lot or parcel with the improvements thereon situated on the easterly side of Kispert Court in the Town of Swansea, County of Bristol, as shown as Lot 4 on a plan entitled "CHARLES E. LUTHER ESTATE, Swansea, Massachusetts for the Charles E. Luther Estate by Stanley Engineering, Inc. October, 1968" which plan is recorded in the Registry of Deeds in Bristol County, Fall River District, Commonwealth of Massachusetts in Plan Book 46, at Page 34 and also being Plan No. 3140 in said records, to which plan of said lot may be obtained for a more particular description.

For grantor's title see deed dated October 30, 2013, recorded with the Bristol County (Fall River) Registry of Deeds in Book 8359, Page 259 and death certificate of Karen Serio recorded with the Bristol County (Fall River) Registry of Deeds in Book 10026, Page 277.

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 Ten Thousand Dollars (\$10,000.00) 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 three (3) 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 Marianne Sullivan at [msullivan@sullivan-auctioneers.com](mailto:msullivan@sullivan-auctioneers.com).

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

By its attorney,  
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