

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by K & M Amusement Center LLC to Colony Bank dated January 24, 2023 and recorded with the Middlesex County (Northern District) Registry of Deeds, Book 37646, page 218, 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 12:00 o'clock, p.m. on the 23rd day of October, 2024, at 2087 Main Street, Tewksbury, MA 01876, Middlesex County, all and singular the premises described in said mortgage,

To wit:

The land with the buildings thereon located in Tewksbury, Middlesex County, Massachusetts, being shown as Lots 1,2 and 3 on a plan of land entitled "Plan of Land in Tewksbury, Middlesex County, Mass. Owned by Richard Proctor, Robert P. Morris, P.L.S. Scale 1" = 100 feet, April 25, 2003" which plan is recorded in Middlesex North District Registry of Deeds in Plan Book 211, Page 65, to which plan reference is hereby referred for a more particular description. Lot 1 contains 14.6 acres +/-, Lot 2 contains 264,900 sq. ft. +/-, and Lot 3 containing 89,500 sq. ft. +/-, all as according to said plan.

Excepting from the above described premises the land in Tewksbury, Middlesex County, Massachusetts being shown as Lot C (72,786 square feet) and Parcel A (6,063 square feet) as shown on a Subdivision Plan of Land Prepared for GRB Realty, LLC, 120 Judique Road, Tewksbury, MA 01876, dated November 28, 2011, Scale 1" = 40', by Cuoco & Cormier Engineering Associates, Inc., said Plan being recorded in Middlesex North District Registry of Deeds in Plan Book 223, Page 118, the same having been previously conveyed by GRB Realty LLC by the following deeds: (1) deed to Allen L. Boutiette and Gail A. Boutiette, Trustees of G&A Realty Trust, dated December 19, 2011 and recorded with Middlesex North District Registry of Deeds on December 20, 2011 at Book 25553, Page 187 (Lot C) and (2) deed to Allen L. Boutiette and Gail A. Boutiette, Trustees of A&G Realty Trust, dated December 19, 2011 and recorded with said Deeds on December 20, 2011 at Book 25553, Page 189 (Parcel A).

The within granted premises being Lots 1, 2 and 3 on the above referenced plan at Plan Book 211, Page 65 less the excepted Lot C and Parcel A on the above referenced plan at Plan Book 233, Page 118, is shown as Lot B on a plan entitled "Plan of Land, Map 84, Lot B, 2087 Main Street, Tewksbury, MA, prepared for GRB Realty LLC, 102 Judique Road, Tewksbury, MA 01876, dated December 6, 2011, Scale 1" = 60', prepared by Cuoco & Cormier Engineering Associates, Inc., said Plan being recorded in Middlesex North District Registry of Deeds in Plan Book 233, Page 119, to which plan reference is hereby made for a more particular description of said Lot B.

Premises 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: The highest bidder in the sale of the premises shall deposit a bank treasurer's check, or certified check in the amount of **One Hundred Thousand Dollars (\$100,000)** at the time and place of the sale of the premises 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 in the sale of the premises shall then be required to remit by federal wire transfer an additional non-refundable deposit in an amount to bring the total deposit up to ten percent (10%) of the bid price within five (5) business days of the date of the public auction. The 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. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to the Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. If the sale is set aside for any reason, the Purchaser at the sale may be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney. The description of the premises contained in said mortgage shall control in the event of an error in this publication. **TIME WILL BE OF THE ESSENCE.**

In the event the successful bidder at the public auction shall default in purchasing the within described property according to the terms of this Notice of the Mortgagee's Sale and/or terms of the Foreclosure Sale Agreement executed at the public auction, the Mortgagee reserves the right at its election, to sell the property to the second highest bidder at the public auction provided that Mortgagee, in its discretion may require (i) said second highest bidder to deposit the amount of the required deposit as set forth herein within three (3) business days after written notice to the second highest bidder of the default of the previous highest bidder, (ii) the second highest bidder to execute a Foreclosure Sale Agreement, and (iii) the closing occur within twenty (20) days of said written notice, time being of essence unless mortgagee agrees otherwise.

Other terms to be announced at the sale.

Present holder of said mortgage,

COLONY BANK

By its attorneys,

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