## **MORTGAGEE'S SALE OF REAL ESTATE**

By virtue and in execution of the Power of Sale contained in a certain mortgage given by DAVID J. TWISS to Mortgage Electronic Registration Systems, Inc., ("MERS"), as nominee for COUNTRY BANK FOR SAVINGS, dated February 24, 2016 and recorded with the Worcester District Registry of Deeds in Book 54975, Page 172, as affected by Assignment of Mortgage to Country Bank for Savings dated August 9, 2023 and recorded as aforesaid in Book 69514, Page 325 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 a.m. on the 18<sup>th</sup> day of June, 2024, on the mortgaged premises believed to be known as 175 Pleasant Street, Barre, Worcester County, Massachusetts, all and singular the premises described in said Mortgage, to wit:

"The following described real property located in the County of Worcester State of Massachusetts:

The street address of the Property (if applicable) is: 175 Pleasant Street, Barre
The permanent tax identification number of the Property is: E110
The legal description of the property is:

The land together with building(s) situated thereon located in Barre, Worcester County, Mass. being bounded and described as follows:

Beginning at a point at the intersection of the westerly line of Pleasant Street and the northern line of Glancy Road:

Thence N. 77° 11' 46" W. 163.79 feet by Glancy Road to a gun barrel;

Thence N. 73° 07' 22" W. 245.82 feet by said road to a drill hole at land now or formerly of Gallery;

Thence N. 20° 43' 17" E. 180.67 feet by said Gallery land to a gun barrel;

Thence N. 17° 42' 52" E. 138.37 feet continuing by said Gallery land to a gun barrel;

Thence N. 75° 34' 16" E. 90.42 feet continuing by said Gallery land to a gun barrel;

Thence S. 8° 45' 11" E. 219.56 feet by land now or formerly of Brewer to a stone bound;

Thence N. 80° 58' 07" E. 117.27 feet by said Brewer land to a gun barrel set at the westerly line of Pleasant Street;

Thence S. 10° 54' 21" E. 66.54 feet by said Street to a gun barrel;

Thence by said Street and a curve to the left with a radius of 1,374.75 feet, a distance of 166.66 feet to the intersection of the westerly line of Pleasant Street and the northerly line of Glancy Road, being the point of beginning.

Being shown on a plan recorded with Worcester District Registry of Deeds Plan Book 427, Plan 64.

EXCEPTING and EXCLUDING a certain parcel of land situated westerly of Pleasant Street in Barre, Worcester County, Massachusetts, more particularly described in a certain Quitclaim Deed dated August 5, 2015 and recorded in Worcester Southern District Registry of Deeds in Book 54134, Page 53.

Being a portion of the premises conveyed to the Grantor herein by Massachusetts Foreclosure Deed by Corporation dated July 8, 2015 and recorded in Worcester

Southern District Registry of Deeds in Book 54086, Page 267 being the parcel marked as "Remaining Land of Country Bank for Savings" containing 52,877 S.F.

Being the same premises conveyed to David J. Twiss by Deed of Country Bank for Savings dated January 8, 2016 recorded in Book 54975 Page 169."

The premises will be sold subject to any and all restrictions, easements, improvements, covenants, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of liens, and existing encumbrances of record superior to the Mortgage, if any. Said premises will also be sold subject to all leases and tenancies having priority over said Mortgage, to tenancies or occupation by persons on the premises now and at the time of said auction which tenancies or occupation are subject to said Mortgage, to rights or claims in personal property installed by tenants or former tenants now located on the premises, also to all laws and ordinances including, but not limited to, all building and zoning laws and ordinances. It shall be the bidder's sole responsibility to ascertain all items described in this paragraph and no representations are made concerning compliance with applicable zoning, building, sanitary or other state and/or municipal regulations.

TERMS OF SALE: TEN THOUSAND AND 00/100 (\$10,000.00) DOLLARS will be required to be paid in cash, or by certified or bank cashier's check by the purchaser at the time and place of sale. The balance of the purchase price on the sale shall be paid in cash, or by certified or bank cashier's check within thirty (30) days thereafter and the Deed transferred contemporaneously therewith. The successful bidder at the sale shall be required to sign a Memorandum of terms of sale containing the above terms at the Auction sale. The purchaser will be responsible for all closing costs, Massachusetts deed excise stamps and all recording fees.

The sale may be postponed or adjourned from time to time, if necessary, by the attorney for the mortgagee at the scheduled time and place of sale. The description for

the premises contained in said mortgage shall control in the event of a typographical error in this publication.

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

Country Bank for Savings, Present Holder of said Mortgage

By: /s/ Jonathan C. Sapirstein
Jonathan C. Sapirstein
SAPIRSTEIN & SAPIRSTEIN, P.C.
1500 Main Street, Suite 2504
P.O. Box 15408
Springfield, MA 01115-5408
(413) 827-7500
Its Attorneys

Date: May 1, 2024

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