

## MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Arthur Matte to GreenPointe Mortgage Funding, Inc., dated August 18, 2005 and recorded with the Worcester County (Worcester District) Registry of Deeds at Book 37101, Page 24, subsequently assigned to Dyer Trust 2012-1, a Delaware Statutory Trust, by GreenPointe Mortgage Funding Inc., by assignment recorded in said Registry of Deeds in Book 49518, Page 98, subsequently assigned to Combined Investments, LLC, by Dyer Trust 2012-1, a Delaware Statutory Trust, by assignment recorded in said Registry of Deeds in Book 50880, Page 70, of which the 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 02:00 PM on March 28, 2014 at 104-106 Main Street, Webster, MA, all and singular the premises described in said Mortgage, to wit:

A certain tract of land, with buildings thereon, situated on the Southerly side of Main Street, situated in Webster, Worcester County, Massachusetts further bounded and described as follows:

BEGINNING at a drill hole in a stone gutter on the southerly line of said Main Street, at land of Ike Shea and being the most northeasterly angle of the tract conveyed;  
THENCE southerly one hundred and five tenths (100.5) feet by the land of said Shea to a stake at land of William H. Cassidy;  
THENCE westerly about seventy one and five tenths (71.5) feet by land of said Cassidy to land of the Norwich and Worcester Railroad Company;  
THENCE northerly one hundred three and three tenths (103.3) feet by land of said Railroad Company to a point on the southerly line of said Main Street;  
THENCE easterly about sixty one (61) feet by said Main Street to a point of beginning.

Subject also to possible rights in others under agreement with Santo J. DiDonato dated January 24, 1964 and recorded with the Worcester District Registry of Deeds in Book 4448, Page 507, and to pass and re-pass in rear premises (rear of existing building) as such may exist, but not intending to create or concede the validity or extent of any such rights.

For title, see deed of WEBDA LLC, a Massachusetts limited liability company to Arthur Matte recorded with the Worcester District Registry of Deeds in Book 33952, Page 309.

The premises are to be sold subject to and with the benefit of all easements, restrictions, building and zoning laws, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession.

### TERMS OF SALE:

A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS (\$5,000.00) in the form of a certified check or bank treasurer's check will be required to be delivered at or before the time the bid is offered. The successful bidder will be required to execute a Foreclosure Sale Agreement immediately after the close of the bidding. 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 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 shall 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.**

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

Combined Investments, LLC  
Present Holder of said Mortgage,  
By Its Attorneys,  
ORLANS MORAN PLLC  
P.O. Box 540540  
Waltham, MA 02454  
Phone: 781-790-7800