

NOTICE OF
MORTGAGEE'S SALE OF
REAL ESTATE

194 Worcester Street, North
Grafton, Worcester County,
Massachusetts

By virtue and in execution of the Power of Sale contained in a certain mortgage from Deivison Araujo to Victory Acquisitions, LLC, dated June 1, 2021 and recorded with the Worcester County Registry of Deeds at Book 65317, Page 166 of which 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 1:00P.M. on September 15, 2023 on the mortgaged premises located at 194 Worcester Street, North Grafton, Worcester County, Massachusetts, all and singular the premises described in said mortgage,

TO WIT:

The land with the buildings thereon in Grafton, Worcester County, Massachusetts, and being Tract 1 on Plan of Land owned by James M. Cusson, Grafton, Mass. dated October 23, 1965 by W.B. Brown, C.E. and recorded at the Worcester County Registry of Deeds, Plan Book 295, Page 118, and more particularly bounded and described as follows:

Beginning at the southwesterly corner thereof on the northerly side of Worcester Street and at the southeasterly corner of land now or formerly of J. and K. Building Co. at a point which is 182.52 feet easterly of a M.H.B. on said Worcester Street;

Thence N: 15 degrees 26' W., 487.25 feet by said J and K Building Co., to a point;

Thence N. 72 degrees 12' E., 580 feet more or less by said J and K Building Co. land to the highwater line of Flint or Hovey Pond;

Thence southerly by said high water line, 245 feet more or less to a concrete bound at the northeasterly corner of Tract 2 as shown on said plan;

Thence southwesterly 402.79 feet by said Tract 2 to a concrete bound;

Thence S. 14 degrees 48' 30" W., 60.22 feet by said Tract 2 to a concrete bound;

Thence S. 16 degrees 45' 20" E., 162.64 feet by said Tract 2 to a concrete bound on Worcester Street;

Thence westerly 100 feet by a curve to the left by Worcester Street having a radius of 620.0 feet to the point of beginning.

Being the same premises conveyed to Sandra F. Vincequere by deed of Paul F. Vincequere dated February 5, 1975 and recorded with Worcester District Registry of Deeds in Book 5663, Page 185.

Excepting from the above-described premises a portion of the premises deeded out to George Poirier et ux recorded in said Registry of Deeds, Book 4778 Page 536.

For Mortgagor's title see deed recorded with the Worcester District Registry of Deeds in Book 63964, Page 1.

The premises shall be sold subject to a mortgage given by Deivison A. Araujo to Mortgage Electronic Registration Systems, Inc., nominee for Guaranteed Rate Affinity, LLC dated Decem-

ber 11, 2020 in the original principal sum of \$365,658.00 recorded with Worcester District Registry of Deeds at Book 63964, Page 5.

These premises will 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:

A deposit of Ten Thousand (\$10,000.00) Dollars by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at the office of Bruce E. Linsky, Attorney at Law, 1383 Washington Street, Newton, MA 02465, within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

In the event the purchaser at the foreclosure sale defaults in purchasing the above described premises according to the terms of this Notice of Sale and/or 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, provided that the second highest bidder deposits with the Mortgagee's attorney, Bruce E. Linsky, Attorney at Law, the amount of the required deposit as set forth herein within three (3) business days after written notice of default of the previous highest bidder and title shall be conveyed to said second highest bidder within twenty (20) days of said written notice.

The Mortgagee reserves the right to postpone this sale to a later date by public proclamation at the time and place appointed for the sale and to further postpone any adjourned sale date by public proclamation at the time and place appointed for any adjourned sale.

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

Victory Acquisitions, LLC
Present holder of said mortgage

By its Attorneys,
Bruce E. Linsky
Attorney at Law
1383 Washington Street
Newton, MA 02465
781-235-3200
bel@blinskylaw.com

8/15, 8/22, 8/29/23