

RECEIVER'S NOTICE OF SALE OF REAL ESTATE

By virtue of the Order for Appointment of Receiver issued by the Northeast Housing Court in the case entitled "Attorney General for the Commonwealth of Massachusetts v. Estate of Verner E. Bancroft, Jr., et al," Docket No. 20H77CV000004 recorded with the Middlesex South District Registry of Deeds at Book 80924, Page 292, and pursuant to Order from the Northeast Housing Court docketed on September 21, 2023 authorizing the Receiver to foreclose on its lien, the Receiver, Best Choice Abatement and Demolition, Inc., hereby gives notice of its intent to foreclose on its Lien regarding the premises located at 9 Pearl Street, Ayer, MA 01432 on Wednesday, December 20, 2023 at 10:00am at the mortgaged premises. The premises are described as follows:

The land in Ayer, Middlesex County, Massachusetts, with the buildings thereon, situated on the Easterly side of Pearl Street, and bounded and described as follows:

Beginning at the Southwesterly corner of the premises by said Pearl Street; thence

Northerly by said street, sixty-six (66) feet to land now or formerly of Robert Lawton; thence

Easterly seventy-eight and 9/10 (78.9) feet to land now or formerly of Kate Remick; thence

Southerly fifty-one and 7/10 (51.7) feet by land now or formerly of said Remick and Leroy A. Pelton to a link set in the ground; thence

Westerly by said Pelton land, eighty and 16/100 (80.16) feet to the point of beginning.

Being Lot No. 3 and part of Lot No. 2 on a plan of land drawn for Abel L. Lawton by Horace C. Bovey, C.E. and duly recorded in Plan Book 71, Plan 2.

Being the same premises conveyed to Verner E. Bancroft, Jr. by deed dated September 28, 2001, and recorded with the Middlesex South District Registry of Deeds at Book 33742, Page 205 on October 1, 2001. See also Confirmatory Deed dated August 6, 2009 and recorded with said Registry at Book 53452, Page 489.

The premises will be sold subject to any and all unpaid taxes and other municipal assessments and liens, and subject to prior liens or other enforceable encumbrances of record entitled to precedence over the Receiver's lien, and subject to and with the benefit of all easements, restrictions, reservations and conditions of record and subject to all tenancies and/or rights of parties in possession.

Terms of the Sale: Cash, cashier's or certified check in the sum of \$10,000.00 as a deposit must be shown at the time and place in order to qualify as a bidder (the Receiver and its designee(s) are exempt from this requirement); high bidder to sign Memorandum of Sale upon acceptance of bid; balance of purchase price payable in cash or by certified check in forty-five (45) days from the date of that sale at the offices of the Receiver's attorney or such other time as may be designated by the Receiver. Should the high bidder default on these terms, the deposit will be forfeited, and the Receiver may offer the property to the second highest bidder.

The description for the premises contained in said Deed to Verner E. Bancroft, Jr. shall control in the event of a typographical error in this publication. Additional terms may be announced at the time of the sale.

Best Choice Abatement and Demolition, Inc., Receiver, by its Attorney: Rachel L. Judkins, Esq., 280 Merrimack Street, Suite B, Methuen, MA 01844 Tel: 978-687-9154; Email: rjudkins@judkinslawoffice.com