

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

By virtue and in execution of the POWER OF SALE contained in a certain mortgage given by DEMOS KOUVARIS, TRUSTEE OF 4 HERITAGE WAY REALTY TRUST to NORTHERN BANK & TRUST COMPANY (the "Mortgagee"), dated January 10, 2023 recorded at the Middlesex (South) Registry of Deeds in Book 81153, Page 117 (the "Mortgage"), of which Mortgage the Mortgagee is the present holder, for breach of the conditions of said Mortgage and for the purpose of foreclosing the same, all and singular, will be sold at **Public Auction at 11 A.M. ET on the Eighth (8th) day of April, 2025, at the mortgaged premises known as 4 Heritage Way, North Reading, Middlesex County, Massachusetts**, (the "Auction") the premises described in said Mortgage (the "Mortgaged Premises"), to wit:

The land in North Reading, Middlesex County, Massachusetts shown as Lot 27, as shown on a plan of land entitled "Brookside Estates in North Reading, Massachusetts, record owner and applicant: Peter Hingorani, Crestwood Road Trust, 51 Mount Joy Drive, Tewksbury, MA 01876" duly recorded in Middlesex South District Registry of Deeds as Plan No. 42 of 1991 in Book 20970, Page 6, to which plan specific reference is made for more particular description of the granted premises, together with the right to use Heritage Way in common with others entitled thereto for all purposes for which roads are commonly used in the Town of North Reading.

Containing 59,244 square feet of land, more or less.

Subject to the Reservations of Rights, Restrictions and Easements contained in the deed of Pribhu L. Hingorani, Trustee of Crestwood Road Trust.

Subject to and with the benefit of any and all easements and restrictions of record insofar as the same are now in force and applicable.

For title see deed recorded with the Middlesex South District Registry of Deeds on February 23, 2010 in Book 54319, Page 379.

In the event of any typographical errors in the publication of this notice, the description in the Mortgage shall control.

Said Mortgaged Premises will be sold subject to any and all valid superior or prior liens on said Mortgaged Premises, if any there be, including liens, encumbrances, attachments, levies, unpaid taxes, tax titles, mortgages, security interests, occupancies, leases, tenancies, municipal charges, federal, state, district and municipal taxes, liens and assessments, rights of way restrictions, easements and covenants, to the extent in force and applicable to the Mortgaged Premises.

**TERMS OF SALE:** A deposit of Fifteen Thousand Dollars (\$15,000) is to be paid by the Auction's successful bidder at the time and place of Auction as a non-refundable earnest money deposit to be held at the option of Mortgagee as liquidated damages for any default or breach by the successful bidder. The deposit shall be paid by the successful bidder to Sheehan Phinney Bass & Green PA ("Escrow Agent"), by certified or bank cashier's check, and held subject to the terms of a Memorandum of Sale to be executed at the Auction unless otherwise announced at the Auction.

The balance of the purchase price is to be paid within thirty (30) days from the date of Auction. TIME WILL BE OF THE ESSENCE.

In the event that the successful bidder at the Auction shall default in purchasing the Mortgaged Premises according to the terms of this Notice of Mortgagee's Sale of Real Estate and/or the terms of the Memorandum of Sale executed at the Auction, the Mortgagee reserves all of its rights against such successful bidder and in addition, Mortgagee may, at its election, assume the bid of the successful bidder or sell the Mortgaged Premises to the second highest bidder or subsequent high bidders in order of their bids at the Auction, provided that Mortgagee in its discretion may require, (i) said subsequent highest bidders to deposit with the Escrow Agent the amount of the required deposit as set forth herein within three (3) business days after written notice to the subsequent highest bidder of the default of the previous highest bidder, (ii) the subsequent highest bidder to execute a Memorandum of Sale, and (iii) the closing to occur within thirty (30) days of said written notice, time being of the essence unless the Mortgagee agrees otherwise. The Mortgagee may, at its option, assume any subsequent highest bid should that bidder fail to fulfill its obligations under the Memorandum of Sale. No such assumption of the highest or any subsequent highest bid or sale of the Mortgaged Premises by the Mortgagee to a subsequent highest bidder shall relieve the highest and or subsequent highest bidder, as applicable, from its obligations under such Memorandum of Sale nor operate as a waiver by the Mortgagee of its rights and remedies against the highest or subsequent highest bidder at the Auction.

The Mortgagee reserves the right to bid at the Auction. The Mortgagee reserves the right to postpone this Auction to a later time or date by public proclamation at the time and date appointed for the Auction and to further postpone any adjourned auction date by public proclamation at the time and date appointed for the adjourned auction.

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

Prospective bidders should contact the auctioneer, Paul E. Saperstein Co., 144 Centre Street, Holbrook, MA 02343-1011, (617) 227-6553 or [www.pesco.com](http://www.pesco.com) for further information.

NORTHERN BANK & TRUST  
COMPANY  
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