

## **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 SHAWN M. MCCARTHY to NORTHERN BANK & TRUST COMPANY (the "Mortgagee"), dated February 20, 2019 and recorded at the Worcester South District Registry of Deeds in Book 60066, Page 355 (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 1:00 P.M. ET on the 13<sup>th</sup> day of February, 2026** (the "Auction"). The Auction will be held at 100 East End Road, Bolton, Massachusetts. The premises to be sold at Auction is described in said Mortgage (the "Mortgaged Premises"), to wit:

A certain parcel of land located in Bolton, Worcester County, Massachusetts, with the improvements thereon, if any, located on the Westerly side of East End Road and being Lot 2 shown on plan entitled, "Plan of Land, Bolton, Mass., owned by Henry R. and Myrtle F. Pirkola, dated April 27, 1976, by Clyde R. Wheeler, Inc., C.E. recorded at Plan Book 442, Plan 101, bounded and described as follows:

EASTERLY by East End Road, as shown on said plan, 235.00 feet;

SOUTHEASTERLY by land of Edwin W. Hatfield et ux, as shown on said plan, 222.96 feet;

SOUTHEASTERLY by land of Edwin W. Hatfield et ux, as shown on said plan, 170.90 feet;

WESTERLY by land now or formerly of Tervo, as shown on said plan, 559.15 feet;

NORTHERLY by land now or formerly of Jaaskela, as shown on said plan, 330.37 feet;

NORTHEASTERLY by Lot 1, as shown on said plan, by two courses, 161.30 feet and 132.13 feet; and

NORTHERLY by said Lot 1, as shown on said plan, 197.21 feet.

Said Lot 2 is shown on said plan, containing 3.908 acres, more or less, however, otherwise bounded, measured or described.

For title see deed of Arthur E. Peters and Kathleen Peters dated November 8, 2017 and recorded with Worcester South District Registry of Deeds in Book 58032, Page 35.

The above described real property is commonly known and numbered as 100 East End Road, Bolton, MA 01740.

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 Twenty Thousand Dollars (\$20,000) 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 must 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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