

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue of the Judgement in *Flagstar Bank v. Kozak*, U.S. Dist. Court, Dist. of Massachusetts, Docket No. 20-40012-TSH; and in execution of the Power of Sale contained in a certain mortgage given by Peggy J. Kozak to "MERS", Mortgage Electronic Registration Systems, Inc., a separate corporation that is acting solely as nominee for Nations Lending Corp., "Lender"; and its successors and assigned dated July 14, 2009 and recorded with the Worcester County (Worcester District) Registry of Deeds, in Book 44696, Page 73, as assigned by Assignment of Mortgage Dated August 6, 2013 and recorded with Worcester County (Worcester District) Registry of Deeds Book 51355, Page 203, of which 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 12:00PM on May 3, 2024, on the premises known as 230 Paxton Street, Leicester, Massachusetts, the premises described in said mortgage, together with all the rights, easements, and appurtenances thereto, to wit:

A CERTAIN TRACT OF LAND CONTAINING BY ESTIMATION TWENTY-SIX THOUSAND EIGHT HUNDRED SQUARE FEET, SITUATED ON THE EASTERLY SIDE OF PAXTON STREET IN SAID LEICESTER, BEING A PART OF THE ROBBINS PROPERTY DEEDED TO NATION M. SOUTHWICK NOVEMBER 10, 1908 AND RECORDED WITH WORCESTER DISTRICT DEEDS, BOOK 1892, PAGE 28, THE GRANTED PREMISES ARE BOUND AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY SIDE LINE OF SAID PAXTON STREET AT THE NORTHWEST CORNER OF LAND OF ONE SHIEDIES;

THENCE BY SAID SHIEDIES' LAND N. 81 DEGREES, 20 MINUTES EAST ABOUT FOUR HUNDRED SEVENTY FEET TO THE NOLDEN LOT, SO-CALLED;

THEN N. 46 DEGREES 20 MINUTES WEST BY SAID NOLDEN LOT ABOUT SEVENTY-THREE FEET TO A STAKE AND STONES;

THENCE 5.81 DEGREES, 20 MINUTES W. ABOUT FOUR HUNDRED TWENTY-SIX FEET TO THE LINE OF PAXTON STREET;

THENCE SOUTHERLY SIXTY FEET TO BEGINNING.

Terms of Sale: These premises are being sold subject to any and all unpaid real estate taxes, water rates, municipal charges and assessments, condominium charges, expenses, costs, and assessments, if applicable, federal tax liens, partition well rights, statutes, regulations, zoning, subdivision control, or other municipal ordinances or by laws respecting land use, configuration, building or approval, or bylaws, statutes or ordinances regarding the presence of lead paint, asbestos, or other toxic substances, sanitary codes, housing codes, tenancy, and to the extent that they are recorded prior to the above mortgage, any easements, rights of way, restrictions, conformation or other matters of record.

Purchaser shall also bear all state and county deeds excise tax. The deposit of \$5,000 is to be paid in cash or bank or certified check at the time and place of the sale, with the balance of the purchase

price to be paid by bank or certified check within thirty (30) days after the date of the sale, to be deposited in escrow with Locke Lord, LLP, 111 Huntington Ave., 8<sup>th</sup> Floor, Boston Massachusetts.

In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of the Notice of Sale and/or the terms of 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 or, thereafter, to the next highest bidders, providing that said bidder shall deposit with said attorney, the amount of the required deposit as set forth herein within five (5) business days after written notice of the default of the previous highest bidder.

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

Present Holder of said mortgage  
Flagstar Bank, N.A., successor by merger to Flagstar Bank, FSB  
By its attorney  
Locke Lord LLP  
111 Huntington Ave.  
Boston MA 02199