

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the power of sale contained in a certain Mortgage Deed and Security Agreement given by Block Enterprises, Inc. to Cranberry Lighthouse, LLC, dated April 19, 2018, and recorded with the Worcester District Registry of Deeds in Book 58688, Page 164, for property located at and known as 564 and 566-572 Main Street, Shrewsbury, Worcester County, Massachusetts (the "**Mortgage**"), of which Mortgage the undersigned is the present holder (the "**Lender**"), for breach of the conditions of the Mortgage and for the purpose of foreclosing the same, will be sold at public auction at 11:00 am on Tuesday, May 12, 2020, on the premises located at 564 and 566-572 Main Street, Shrewsbury, Worcester County, Massachusetts, described in the Mortgage (the "**Mortgaged Premises**") as follows:

"Those certain parcels of land with the buildings and improvements thereon, situated on Main Street, Shrewsbury, County of Worcester, Massachusetts, known as and numbered 564 Main Street and 566-572 Main Street, and more particularly shown as Lots A and B on a plan of land entitled "Plan of 2 Lots of Land in Shrewsbury, Massachusetts, Owned by Robert A. Cole, Trustee of Centre Realty Trust, Scale: 1'=30", Date: July 26, 1998, prepared by Moore Survey & Mapping Corp., 29 Grafton Circle, Shrewsbury, Massachusetts," said plan being recorded with the Worcester District Registry of Deeds in Plan Book 636, Plan 97, to which plan reference is hereby made for a more particular description of said Lots.

Said Lot "A" containing, according to said plan, 12,525.01 Sq. Ft.

Said Lot "B" containing, according to said plan, 28,252.60 Sq. Ft.

Said premises are mortgaged subject to and together with all appurtenant easements and restrictions, including the terms of the Parking Lease dated June 23, 1987, record with said Deeds in Book 10587, Page 23.

Being all the same premises conveyed to Mortgagor by the following deeds:

1. Deed dated May 17, 1990 and recorded with said Deeds in Book 12788, Page 338;
2. Deed dated August 7, 2002 and recorded with said Deeds in Book 27223, Page 224; and
3. Deed dated April 17, 2018 and recorded prior hereto in Book 58688, Page 159."

Said sale shall be subject to:

1. All outstanding real estate taxes, tax titles, tax liens, electricity, sewer and water charges, improvements, betterment assessments and other municipal liens and any pending proceedings for the enforcement of such liens;
2. Any outstanding orders of the Department of Health, or any other municipal, state or Federal agency;
3. Any existing tenants or other parties in possession;
4. Rights, rights of way, easements, restrictions, covenants, tax takings, liens or claims in the nature of liens, attachments and mortgages of record having priority over the foreclosed Mortgage;

5. Such state of facts as would be disclosed by an accurate survey and inspection of the premises subsequent to date of survey recorded in Plan Book 636, Plan 97;
6. Rights of others in and to Main Street, including those of the Town of Shrewsbury by virtue of that Easement Deed recorded in Book 27435, Page 365;
7. Parking Lease from Robert A. Cole, Trustee of Centre Realty Trust, Lessor, to Robert A. Cole, Trustee of Centre Trust II dated June 23, 1987 recorded in Book 10587, Page 23;
8. Decision for Variance by the Shrewsbury Board of Appeals recorded in Book 13652, Page 394 as to 572 Main Street to allow a drive-through window;
9. Decision for Special Permit by the Shrewsbury Planning Board as to 562-572 Main Street to allow additional 1,144 sf to existing building;
10. Easement Agreement between New England Telephone and Telegraph Company and Block Enterprises, Inc., recorded in Book 13863, Page 389 to allow underground drainage pipe through land of New England Telephone and Telegraph Company in the Easement Area shown on Plan Book 655, Plan 31;
11. Notice of Lease by Block Enterprises, Inc., Landlord, and Commonwealth National Bank, Tenant, dated June 12, 2002 recorded in Book 26977, Page 87 as to 28,252.60 sf at 572 Main Street (being Lot B on Plan Book 636, Plan 97) for 20 years, one-month and 25 day term beginning October 6, 2002 with eleven (11) separate exercisable options to extend for additional terms of five (5) years each; as affected by Subordination, Non-Disturbance and Attornment Agreement recorded in Book 58688, Page 190;
12. Easement deed to Verizon New England, Inc. recorded in Book 27807, Page 273 over Lots A and B on Plan Book 636, Plan 97;
13. Easement Agreement between Block Enterprises, Inc. and Shrewsbury Electric Light Plant and Community Television recorded in Book 27683, Page 383; and
14. Notice of Lease between Block Enterprises, Inc. as Landlord, and Doright's Steakhouse, Inc., dated May 1, 2019, for a five-year term beginning on May 1, 2019, with the option to extend for two periods of five years each, and recorded in Book 60414, Page 312.

Terms of sale: A deposit of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) 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 wire transfer at Mirick, O'Connell, DeMallie & Lougee, LLP, 1800 West Park Drive, Suite 400, Westborough, Massachusetts, 01581 within forty-five (45) days from the date of the sale (the "**Closing Date**"). The Lender may extend the Closing Date in the Lender's sole and absolute discretion upon the request of purchaser. A Deed will be provided to the purchaser for recording upon receipt in full of the purchase price. In the event of an error in this publication, the description of the premises contained in said Mortgage shall control. The Lender shall not be required to pay a deposit if the Lender is the high bidder.

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

The Lender reserves the right to continue the sale from time to time by public announcement at the time and date of the original or any continued sale.

If the highest bidder fails to complete the purchase of the Mortgaged Premises on the terms provided in this notice and in the Memorandum of Sale signed following the auction, the

Lender reserves the right to convey the Mortgaged Premises to the second highest bidder at the auction. If the Lender exercises that right it will notify the second highest bidder who will then have three (3) days to deliver the deposit specified above to the Lender's attorney, Mirick, O'Connell, DeMallie & Lougee, LLP, and to agree upon a date for delivery of the deed.

CRANBERRY LIGHTHOUSE, LLC

By its Attorneys,
Mirick, O'Connell, DeMallie & Lougee, LLP
1800 West Park Drive, Suite 400
Westborough, MA 01581

Auctioneer: Stanley J. Paine, Auctioneers
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