

Receiver's Notice of Sale of Real Estate at Public Auction  
Pursuant to Mass. Gen. Laws, c.111, §1271  
(8 Congress Place, Fitchburg, Massachusetts)  
(10 Congress Place, Fitchburg, Massachusetts)

By virtue of the Orders of the Central Housing Court dated August 3, 2022 and (Civil Action No. 19H85CV000071) in favor of Twin Pines Landscaping, Inc. as Receiver, and against David Murphy as owners of the real estate known as and located at 8 Congress Place, Fitchburg, Massachusetts; and, the holder(s) of any and all mortgage(s) and lien(s) of record, establishing a lien under M.G.L. c. 111, §1271 on the premises known as and located at 24 Colbert Street, Leominster, Massachusetts, and for the purposes of satisfying such lien, said premises will be sold at public auction at 1:00 P.M. on the 16<sup>th</sup> day of May, 2024 on the premises being more fully described as follows:

The land situated on the easterly side of Congress Place, Fitchburg, Worcester County, Massachusetts and being more particularly bounded and described as follows:

BEGINNING at the Southeasterly corner thereof at a bound at land now or formerly of Joel Joel and at said Congress Place;

THENCE running South 70° 26' East by said Joel land, eighty five (85) feet to a bound at land late of David Boutelle, deceased;

THENCE North 19° 34' East by said Boutelle land, fifty one (51) feet to a corner at land now or formerly of the Fitchburg Mutual Fire Insurance Company;

THENCE North 70° 26' West by said last named land, eighty five (85) feet to said Congress Place;

THENCE South 19° 34' West by said Congress Place fifty one (51) feet to the point of beginning.

Being the same premises conveyed by Quitclaim Deed dated April 19, 1999 recorded with Worcester North District Registry of Deeds in Book 3373, page 61.

Included with the above sale at public auction are premises located at 10 Congress Place, Fitchburg, Massachusetts acquired by the Receiver upon the Court's allowance dated September 10, 2019, said premises being more fully described as follows:

A certain tract of land, with the buildings thereon, situated on the easterly side of Congress Place, in Fitchburg, Worcester County, Massachusetts, being bounded and described as follows:

BEGINNING: at the northwesterly corner thereof on the easterly side line of Congress Place and at land formerly of F.H. Davis;

THENCE: running southerly by the easterly side line of Congress Place 81 feet to a corner at land formerly of Thomas Upton;

THENCE: s. 69° 50' E. by said Upton land 40 feet, more or less, to that point which was formerly the corner of land of Martha A. Culley and said Upton land;

THENCE: s. 69° 44' E. by said Upton land 7.91 feet, more or less, to a bound;

THENCE: s. 56° 54' E. by said Upton land 10 feet, more or less, to a bound at land now or late of Martha A. Culley;

THENCE: N. 29° 32' E. by said Culley land 44.6 feet, more or less, to that point which was the intersection of said line with the former boundary line between land of John W. Doherty and the said Culley land;

THENCE: northerly by said Culley land 40.4 feet, more or less, to a bound at land formerly of F.H. Davis;

THENCE: N. 69° 50' W. by said Davis land 68.57 feet, more or less, to the place of beginning.

Being the same premises acquired by the Grantor by Deed dated January 21, 2020 recorded with Worcester North District Registry of Deeds in Book 9532, page 316.

TERMS OF SALE: The highest bidder shall be required to pay TEN THOUSAND and No/100 (\$10,000.00) Dollars by bank, treasurer's or cashier's check at the time and place of the sale as a deposit. All bidders must exhibit said required deposit to the auctioneer immediately prior to the auction sale in order to qualify as a bidder. The balance of the purchase price is to be paid by bank, treasurer's or cashier's check within thirty (30) days after the date of the sale at the offices of Attorney Ryan C. Siden, Siden & Associates, P.C., 20 Park Plaza, Ste 505, Boston, MA 02116. The Deed will be provided to the purchaser/successful bidder for recording after receipt in full of the purchase price (with said purchase price to be held in escrow in a non-interest bearing account) and subsequent to the entry of an Order by the Worcester Housing Court in the above-referenced matter approving the sale, and ten (10) day period of appeal therefrom. The description of the premises contained in said deed shall control in the event of an error in this publication.

The Receiver reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale, and to further postpone at any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date.

The successful bidder shall be required to execute a Memorandum of Sale and Terms and Conditions of the Auction at the Auction Sale at the conclusion of the bidding. In the event the successful bidder at the Auction Sale shall default in purchasing the within described property according to the terms and conditions of this Notice of Sale and/or terms of the Memorandum of Sale executed at the time of the auction sale, the Receiver reserves the right to sell the property by deed to the second highest bidder, at its bid commitment which was made at the time of the auction sale, providing that said second highest bidder shall execute a Memorandum of Sale and Terms and Conditions of the Auction and deposit with the Receiver's attorney, Ryan C. Siden, Esq., 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. In the event the second highest bidder at the Auction Sale shall decline to proceed with said purchase or default in purchasing the within described property according to the terms and conditions of the Notice of Sale and/or terms of the Memorandum of Sale, the Receiver reserves the right to sell the property by deed to the third highest bidder, at its bid commitment which was made at the time of the Auction Sale, providing that said third highest bidder shall execute a Memorandum of Sale and Terms and Conditions of the Auction and deposit with the Receiver's attorney, Ryan C. Siden, Esq., 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.

If the premises are not serviced by a public sewage system, the purchaser will be solely responsible for compliance with all Title V Regulations, including, but not limited to, any inspection and upgrade requirements set forth in 310 CMR (Code of Massachusetts Regulations) 15.300 through 15.305.

The purchaser will be responsible for all closing costs, state documentary stamps, and recording fees.

Other terms and conditions to be announced at the time and place of sale.

RECEIVER,  
Twin Pines Landscaping, Inc.  
By its Attorney,  
Ryan C. Siden  
Siden & Associates P.C.  
Boston, MA 02116  
617-423-5999  
BBO #646138