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## **BIDDER'S INFORMATIONAL PACKAGE 94 WESTWOOD ROAD NORTH FALMOUTH, MASSACHUSETTS**

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**THE FOLLOWING MATERIALS ARE FURNISHED SOLELY FOR INFORMATIONAL PURPOSES. NO WARRANTIES OR REPRESENTATIONS ARE MADE BY EITHER THE MORTGAGE HOLDER, OR THE AUCTION COMPANY AS TO THE ACCURACY, COMPLETENESS OR USEFULNESS OF THESE MATERIALS OR THE INFORMATION CONTAINED THEREIN. PROSPECTIVE PURCHASERS SHOULD MAKE THEIR OWN INVESTIGATIONS AND INSPECTIONS AND DRAW THEIR OWN INDEPENDENT CONCLUSIONS. THESE MATERIALS AND THE INFORMATION CONTAINED THEREIN ARE ALSO SUBJECT TO POSSIBLE CHANGE PRIOR TO OR AT THE TIME OF THE SCHEDULED FORECLOSURE SALE.**

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

By virtue and in execution of the Power of Sale contained in a certain Commercial Mortgage, Security Agreement and Assignment of Leases and Rents (the "Mortgage") given by **MICHAEL S. ROZOWICZ and BETTY J. MURRAY to BERKSHIRE BANK**, dated July 22, 2013 and recorded August 14, 2013 in the Barnstable Land Court Registry as Document 1,228,432 on Certificate of Title 130195, the undersigned being the present holder of said Mortgage, for breach of the conditions of said Mortgage and for the purpose of foreclosing the same, there will be sold at public auction on **TUESDAY JULY 31, 2018, commencing at 11:00 A.M.** on the mortgaged premises at 94 Westwood Road, North Falmouth, Massachusetts (the "Premises"), all and singular the Premises described in said mortgage, to wit:

**EXHIBIT "A"**  
**Property Description**  
**94 WESTWOOD ROAD FALMOUTH, MASSACHUSETTS**

The land with the buildings therein situated in Falmouth, Barnstable County, Massachusetts, known and being numbered: 94 Westwood Road.

Said premises are conveyed subject to and with the benefit of all rights, rights of way, easements, appurtenances, reservations, restrictions and layouts and takings of record, insofar as they are in force and applicable.

Said Parcel being Lot 32 and 33 (Section B) on Plan 11518-T Sheet 2

All of said boundaries are determined by the Court to be located as shown on Plan 11518-T sheet 2, as approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with certificate #130195

There is appurtenant to said land a right of way over the private ways shown on the plans in this case number, said right to be exercised in common with others lawfully entitled thereto.

So much of said Lot 32 as lies within the limits of Westwood Road and 4<sup>th</sup> Shoreway is subject to the rights of all others lawfully entitled thereto.

Said land is subject to and has the benefit of the easements and guarantees of water revenue as set forth in Certificate of Title No. 11619, so far as the same are in force and applicable.

Said land is subject to the restrictions set forth in Doc. No. 59,520.

Earl G. Boardman, his successors and assigns, reserves the right to place and maintain poles, cables, (aerial or underground) wires, guys and other fixtures and appurtenances for electric and telephone service and the right to lay water mains and pipes in or along the ways bordering on said



land.

Said premises are conveyed subject to any and all public rights legally existing in and over the same below mean high water in Buzzards Bay, applicable to Lot 33, (Section B).

For title see Certificate of Title No. 110274 on file with said Barnstable County Land Court Records in Book 901, Page 114.

Meaning and intending to Mortgage the premises conveyed by deed of Gretchen A. Reilly and Richard A. Reilly, Trustees of the Richard A. Reilly Revocable Trust, under a Declaration of Trust, Dated February 3, 1987 and recorded with Barnstable County Land Court Records as Doc. No. 424,109 on Cert. # 110274 to Michael S. Rozowicz and Betty J. Murray dated May 24, 1993 and registered in the Barnstable Registry District of the Land Court as Document number 583079 Certificate 130195.

Said Premises will be sold subject to any and all unpaid taxes and other municipal assessments and liens, and subject to prior, liens or other enforceable encumbrances or instruments of record entitled to precedence over this mortgage, and subject to, and with the benefit of, all easements, restrictions, reservations and conditions of record having precedence over the Mortgage and subject to all leases, tenancies and/or rights of parties in possession, including rights or claims in personal property installed by tenants or former tenants now located on the Premises and the right of redemption, if any, to the Internal Revenue Service. It shall be the bidder's sole responsibility to ascertain all items described in this paragraph and no representations are made concerning compliance with applicable zoning, building, sanitary or other state and/or municipal laws, ordinances or regulations.

**TERMS OF SALE: FIFTY THOUSAND and 00/100 (\$50,000.00) DOLLARS** in cash certified or bank check to be paid by the purchaser at the time and place of sale. The successful bidder shall be required to increase the deposit to a full ten (10%) of the purchase price within five (5) business days of the public auction and the balance of the purchase price shall be paid in cash, certified or bank check and the foreclosure deed shall be delivered and accepted within thirty (30) days after the public auction at the offices of Thomas J. Hamel, Esq., Courtney Lee & Hamel, PC, 31 Wendell Avenue, Pittsfield, Massachusetts 01201.

The successful bidder of the Premises will be responsible for all closing costs, recording fees, deed stamps and shall be required to sign an Auctioneer's Memorandum of Sale containing the terms of sale at the time and place of the public auction. The successful bidder of the Premises shall be subject to a 5% buyer premium.

This mortgagee's sale of real estate may be postponed or adjourned from time to time, if necessary, by the attorney or auctioneer for the mortgagee at the scheduled time and place of sale. The description for the premises contained in said Mortgage shall control in the event of a typographical error in this publication.

In the event that the successful bidder at the foreclosure sale fails to purchase the described Premises according to the terms of this notice of sale or as provided for in the

Memorandum of Sale executed at the time of foreclosure, the mortgagee reserves the right to sell the Premises by foreclosure deed to the next highest bidder provided that the next highest bidder shall deposit with the mortgagee's attorney, said Thomas J. Hamel, Esq., the amount of the required deposit and execute an agreement similar to said Memorandum of Sale, within three (3) business days after written notice of default of the previous highest bidder. Title shall be conveyed to the next highest bidder within twenty (20) days of said written notice.

Other terms, if any, to be announced at the time and place of sale.

Berkshire Bank,  
Present Holder of said Mortgage  
By: James E. Phelan, Vice President

Attorney for Berkshire Bank  
Thomas J. Hamel, Esquire  
**COURTNEY LEE & HAMEL, PC**  
31 Wendell Avenue  
Pittsfield, Massachusetts 01201-6145  
Published in Cape Cod Times  
June 29, July 6 and 13, 2018.



## **ADDITIONAL TERMS OF MORTGAGEE'S SALE OF MORTGAGED PREMISES**

1. The auctioneer shall pre-qualify bidders by inspecting their deposit checks and requiring reasonable identification of such bidders.
2. The successful bidder shall be required to execute a Memorandum of Foreclosure Sale upon acceptance of such person's bid. Copies of the Memorandum of Foreclosure Sale are available for inspection.
3. The title to the Mortgaged Premises (as defined in the Mortgagee's Notice of Sale of Real Estate) shall be that which was conveyed by mortgage deed to the Mortgagee and the purchaser shall take title to the Mortgaged Premises by the usual Foreclosure Deed, without covenants.
4. The successful bidder shall deposit the required deposit of Fifty Thousand Dollars (\$50,000.00) to be paid in cash or by certified or by bank cashier's check by the successful bidder to Courtney, Lee & Hamel, PC, as attorneys for the Mortgagee, at the time and place of the sale. The successful bidder shall be required to increase the deposit to a full ten (10%) of the purchase price within five (5) business days of the public auction and the balance of the purchase price shall be paid in cash, certified or bank check and the foreclosure deed shall be delivered and accepted within thirty (30) days after the public auction at the offices of Thomas J. Hamel, Esq., Courtney Lee & Hamel, PC, 31 Wendell Avenue, Pittsfield, Massachusetts 01201.
5. The successful bidder shall be subject to a 5% buyer premium.
6. The BUYER shall pay the costs of its own counsel or other professionals hired by such party. BUYER shall pay the costs of all documents required to be recorded or needed to complete this transaction as well as all costs of recording and documentary stamps.
7. The Deposit shall be made with the auctioneer when the auctioneer so requires, properly endorsed if necessary, which deposit shall be forfeited if, after the Mortgaged Premises are sold to said bidder, such person refuses to execute the Memorandum of Foreclosure Sale, or if, after signing, said bidder does not perform bidder's part of the agreement. In case of forfeiture, the deposit shall become the property of the Mortgagee and such forfeiture by the bidder shall not release that person from the agreement. No interest shall be paid on said deposit or any funds held hereunder pending delivery of the Foreclosure Deed.

8. The balance of the purchase price shall be paid on or before August 21, 2018 at 11:00 AM and the Mortgagee shall deliver the Foreclosure Deed to the Buyer at **COURTNEY, LEE & HAMEL, PC**, 31 Wendell Avenue, Pittsfield, Massachusetts 01201.
9. No adjustment shall be made for real estate taxes or payments due in lieu thereof, assessments, or other municipal charges, rental payments, condominium unit assessments or other charges, liens or claims in the nature of liens, as a successful bidder shall take the property subject to all taxes, charges, assessments and liens due up to the date of delivery and recording of the Foreclosure Deed.
10. In the event that the successful bidder shall default in purchasing the Mortgaged Premises according to the terms of the Notice of Mortgagee's Sale of Real Estate and/or the terms of the Memorandum of Foreclosure Sale executed at this public auction, the Mortgagee reserves the right, at its election, to sell the property by Foreclosure Deed to the second highest bidder provided that (i) said second highest bidder shall deposit with Courtney, Lee & Hamel, P.C., the amount of the required deposit and shall execute a Memorandum of Foreclosure Sale within three (3) business days after written notice to the second highest bidder of the default to the previous highest bidder and (ii) title shall be conveyed to the said second highest bidder within ten (10) days of receipt of said written notice. If the second highest bidder declines to purchase the Mortgaged Premises, the Mortgagee reserves the right to purchase the Mortgaged Premises at the amount bid by the second highest bidder.
11. The Mortgaged Premises shall be sold and conveyed without representation or warranty as to their condition, construction, or fitness for habitation, or whether they conform to applicable federal, state or local building, health and sanitary codes, or similar rules and regulations.
12. The successful bidder shall be responsible for obtaining at successful bidder's sole cost and expenses the required smoke detector certificate from the appropriate local governmental authority having jurisdiction, including with limitation, the installation of any required smoke detectors.
13. The Mortgagee reserves the right to adjourn, postpone or cancel this sale up until the moment the auctioneer accepts the highest bid.



**MUNICIPAL LIEN CERTIFICATE**  
**THE COMMONWEALTH OF MASSACHUSETTS**  
**Town of Falmouth**  
**Office of the Collector of Taxes**

Requested By:  
TANYA OBRIEN  
COURTNEY LEE & HAMEL PC  
31 WENDELL AVE  
PITTSFIELD, MA 01201

I certify from available information that all taxes, assessments and charges now payable that constitute liens as of the date of this certificate on the parcel of real estate specified in your application received on 07/24/2018 are listed below

DESCRIPTION OF REAL ESTATE			
Map/Parcel	04 02B000 033	Land	1739600
Unit		Building	390700
District	0	Other	800
		Total	2131100
		Land Area	25743
		Cert #	0
		Doc #	0
		Book	
		Page	130195
		Deed Date	05/24/1993
		Certificate #	6881
		Cert Date	07/24/2018

Name of person assessed ROZOWICZ MICHAEL S MURRAY BETTY J  
Location of Property 94 WESTWOOD RD  
Interest thru: 08/14/2018

Year	Description	Total Billed	Balance	Interest	Demand & Fees	Total Due	PerDiem
2019	RE Q2	4,917.88	4,917.88	0.00	0.00	4,917.88	0.00
2019	RE Q1	4,917.88	4,917.88	24.52	0.00	4,942.40	1.89
2018	RE	18,877.28	9,348.44	535.97	5.00	9,889.40	3.59
2017	RE	18,582.18	0.00	0.00	0.00	0.00	0.00
	Total Taxes	47,295.22	19,184.20	560.49	5.00	19,749.69	5.48
	Property Total	47,295.22	19,184.20	560.49	5.00	19,749.69	5.48

Real Estate bills are issued quarterly. They will be due on the first business day of August, November, February, and May.

RE Bill Number: 18780

Unpaid water and other charges  
Per Diem After 08/14/2018: 5.48

**TOTAL DUE 19,749.69**

Patricia O'Connell

Collector of taxes for the Town of Falmouth  
Name of City or Town



Town of Falmouth  
Real Estate Tax Bill - Fiscal Year 2018

Taxpayer's Record

<b>Bill number</b>	18780
<b>Account</b>	04 02B000 033
<b>Owner</b>	ROZOWICZ MICHAEL S
<b>Address</b>	94 WESTWOOD RD
<b>Total paid</b>	9532.50
<b>Last payment date</b>	November 03, 2017
<b>Quarter 1 Balance (Preliminary) Due August 1, 2017</b>	0.00
<b>Quarter 2 Balance (Preliminary) Due November 1, 2017</b>	0.00
<b>Quarter 3 Balance (Actual) Due February 1, 2018</b>	4671.48
<b>Quarter 4 Balance (Actual) Due May 1, 2018</b>	4676.96
<b>Interest</b>	371.02
<b>Demand Fee</b>	5.00
<b>Total due Now</b>	9724.46

Mail payment to:

Town Collector  
PO Box 904  
Falmouth, MA 02541

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Collector's Portion -- Mail with payment

**Real Estate Tax Bill  
Fiscal Year 2018**

**Bill number** 18780  
**Account** 04 02B000 033  
**Owner** ROZOWICZ MICHAEL S  
**Address** 94 WESTWOOD RD  
**Total paid** 9532.50  
**Last payment date** November 03, 2017



182018780300000371023

**Due August 1, 2017 9724.46**

# MEMORANDUM OF FORECLOSURE SALE

(94 Westwood Road, Falmouth, Massachusetts)

**SELLER:** **BERKSHIRE BANK**

**BUYER:** \_\_\_\_\_

**BUYER'S ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BUYER'S PHONE:** \_\_\_\_\_

**BUYER'S EMAIL:** \_\_\_\_\_

**PURCHASE PRICE:** \_\_\_\_\_  
(\$ \_\_\_\_\_)

**DEPOSIT:** **FIFTY THOUSAND DOLLARS (\$ \_\_\_\_\_)**

**ADD'TL DEPOSIT:** \_\_\_\_\_ (\$ \_\_\_\_\_)

**BALANCE DUE:** \_\_\_\_\_  
(\$ \_\_\_\_\_)

1. This Agreement dated this \_\_\_\_ day of July 2018, is by and between **Berkshire Bank**, (the "SELLER"), having an address of 24 North Street, Pittsfield, Massachusetts 01201, holder of a mortgage given by **MICHAEL S. ROZOWICZ AND BETTY J. MURRAY**, to Berkshire Bank, covering real property located at 94 Westwood Road, North Falmouth, Massachusetts, said mortgage being recorded with the Barnstable County Registry District of the Land Court as Document number, 1,228,432 and noted on Certificate of Title Number, 130195 (the "Mortgage"), and the BUYER.

2. The BUYER hereby acknowledges that it has this day purchased at public auction conducted by Aaron Posnik & Company, upon the terms and conditions hereinafter set forth, the interest of the SELLER in certain real property located at 94 Westwood Road, Falmouth, Massachusetts, as more particularly described in the Mortgagee's Notice of Sale attached hereto as **Exhibit A** (the "Premises").



3. The successful bidder shall be subject to a 5% buyer premium.
4. The Premises shall be conveyed by a good and sufficient Foreclosure Deed running to the BUYER, or Buyer's nominee, without covenants or warranty.
5. The Premises will be sold subject to and with the benefit of, inter alia, all restrictions, easements, improvements, leaseholds, tenancies, occupants, outstanding tax titles, municipal or other public taxes, condominium charges and other assessments, liens, or claims in the nature of liens, and existing encumbrances of record created prior to the Mortgage, having priority over the Mortgage or to which the Mortgage has of record been subordinated.
6. Any personal property located on the Premises are not included as a part of the sale and will not be conveyed to the BUYER.
7. Each party shall pay the costs of its own counsel or other professionals hired by such party. BUYER shall pay the costs of all documents required to be recorded or needed to complete this transaction as well as all costs of recording and documentary stamps. In addition, BUYER shall be responsible for all costs relative to title examination, document preparation, and closing, as well as any real estate broker's commissions which may be due.
8. BUYER has this day purchased the Premises for the PURCHASE PRICE and has paid the deposit this day. The BALANCE DUE shall be paid in cash or by certified or bank check with no intervening endorsements, on or before August 21, 2018, at 2:00 PM at **COURTNEY, LEE & HAMEL, PC**.
9. The acceptance of the Foreclosure Deed by BUYER shall be deemed to be a full performance and discharge of every agreement and obligation of SELLER.
10. If BUYER shall fail to fulfill BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be forfeited and retained by the SELLER as liquidated damages.
11. If the SELLER shall fail to fulfill SELLER'S agreements herein, all deposits made hereunder shall be refunded to the BUYER and all obligations of all the parties hereto shall cease and shall be null and void. It is the specific intention of the parties that such refund of the BUYER'S deposit shall be the BUYER'S sole remedy at law or in equity for any default by the SELLER under this Agreement.
12. The BUYER acknowledges that BUYER may be unable to obtain title insurance for the Premises without the so-called creditors' rights exception if the title company concludes that the PURCHASE PRICE is not sufficient. The BUYER specifically acknowledges that the SELLER shall be under no duty to

cause the title company to remove the creditors' rights exception from BUYER'S title policy.

13. BUYER acknowledges that BUYER has not been influenced to enter into this transaction nor has it relied upon any warranties or representations, express or implied, not set forth in this Agreement, or in the legal advertisements of this sale. Specifically, the BUYER acknowledges that the SELLER has made no representations or warranties concerning the compliance of the Premises with any and all building, zoning, environmental or other laws or ordinances (federal, state or local) which may affect the BUYER'S use and/or enjoyment of the Premises. Additionally, any improvements on the Premises are sold "AS IS, WHERE IS" and there are no warranties expressed or implied.
14. The SELLER shall not be required to take any action or to comply with any law or municipal ordinances, orders or requirements noted in or issued by any departments of building, fire labor, health or other federal, state, county, municipal or other governmental agencies having jurisdiction over or affecting the Premises on the date hereof.
15. The BUYER acknowledges that the BUYER has been informed of the existence and the provisions of the so-called Massachusetts Lead Paint Statute, Massachusetts Chapter 111, Section 197 et seq., with respect to the removal of lead paint from residential premises occupied by a child or children under six years of age. The BUYER acknowledges that the SELLER has made no representation or warranty with respect to the presence or absence of lead paint in the Premises and the BUYER agrees that the responsibility and cost, if any, of complying with said statute shall be borne solely by the BUYER.
16. No adjustment shall be made for real estate taxes or other assessments, or other municipal charges, rental payments, liens or claims in the nature of liens, as the successful bidder shall take the Premises subject to all taxes, charges, assessments and liens due up to the date of delivery and recording of the foreclosure deed.
17. All deposits with SELLER hereunder shall be held in escrow in a non-interest-bearing account by COURTNEY, LEE & HAMEL PC, acknowledge that Escrow Agent is SELLER'S counsel with respect to the transaction contemplated hereunder and may continue to represent SELLER, including without limitation in the event of any dispute arising in connection with this Agreement.
18. In the event of any dispute concerning this Agreement or the disposition of any deposits held hereunder, the Escrow Agent may turn over said deposits in any court of competent jurisdiction and thereby be relieved from any further liability respecting such deposit(s).
19. In the event of any dispute concerning the Foreclosure Sale, this



Memorandum of Foreclosure Sale, or the disposition of the deposit held hereunder, the prevailing party shall be entitled to recover all reasonable attorney's fees, costs and expenses incurred in connection with such dispute.

20. The BUYER hereby waives the right to trial by jury with respect to any dispute arising in connection with this Agreement or any matter related thereto.
21. It is hereby agreed that time is of the essence of this Agreement.
22. This Agreement is executed in multiple counterparts and is to be construed as a Massachusetts contract, to take effect as a sealed instrument, and sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified, or amended only by a written instrument executed by the SELLER and BUYER. If two or more persons are named herein as BUYER, their obligations hereunder shall be joint and several.

**EXECUTED** on the date first above written.

***SELLER:***

**BERKSHIRE BANK**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
James E. Phelan, Vice President

***BUYER:***

\_\_\_\_\_  
Witness

\_\_\_\_\_



## FORECLOSURE DEED

**BERKSHIRE BANK**, a Massachusetts banking corporation qualified to do business in the Commonwealth of Massachusetts, with a principal place of business of 24 North Street, Pittsfield, Massachusetts, present holder of a Mortgage given by **MICHAEL S. ROZOWICZ and BETTY J. MURRAY**, dated and recorded July 22, 2013 in the Barnstable County Registry District of the Land Court as Document number, 1,228,432 and noted on Certificate of Title Number, 130195, by the power conferred by said Mortgage and every other power for \_\_\_\_\_ and NO/100 (\$ \_\_\_\_\_) **DOLLARS** paid, grants to \_\_\_\_\_ the premises conveyed by said mortgage.

EXECUTED AS A SEALED INSTRUMENT this \_\_\_\_ day of July 2018.

**BERKSHIRE BANK**

By: \_\_\_\_\_  
James E. Phelan, Vice President

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.

July \_\_\_\_ 2018

Before me, \_\_\_\_\_, the undersigned notary public, personally appeared **JAMES E. PHELAN, VICE PRESIDENT, of Berkshire Bank** and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:  
My Commission Expires:

## AFFIDAVIT OF SALE

I, **James E. Phelan, Vice President, of Berkshire Bank, ("Seller")** named in the foregoing Deed, make oath and that the principal, interest, and other obligations mentioned in the mortgage above referred to were not paid or tendered when due or prior to the sale and that the Seller caused to be published on June 29<sup>th</sup>, July 6<sup>th</sup> and July 13<sup>th</sup> in The Cape Cod Times, a newspaper published or by its title page purporting to be published in Falmouth, Barnstable County, Massachusetts and having a circulation in the Town of Falmouth, Massachusetts, a notice a true copy of which is attached hereto as *Exhibit A*.

Said Seller has complied with Massachusetts General Laws Chapter 244, Section 14, as amended, by mailing the required notices certified mail return receipt requested to the parties entitled to such noticed.

Pursuant to said notice, at the time and place therein appointed, on July 31, 2018 at 11:00 a.m. at the mortgaged premises, 94 Westwood Road, Falmouth, Massachusetts, by public proclamation the public auction was held on July 31, 2018 pursuant to said notice said Seller sold the premises at public auction by Corey Fisher of Aaron Posnik – Auctioneers, a licensed auctioneer to \_\_\_\_\_ for  
\_\_\_\_\_ 00/100 (\$\_\_\_\_\_) )  
DOLLARS bid by public auction, with a mailing address of  
\_\_\_\_\_, being the highest bid made therefore at said  
auction.



Signed under the penalties of perjury as a sealed instrument this \_\_\_\_ day of July 2018.

**BERKSHIRE BANK**

By: \_\_\_\_\_  
James E. Phelan, Vice President

**COMMONWEALTH OF MASSACHUSETTS**

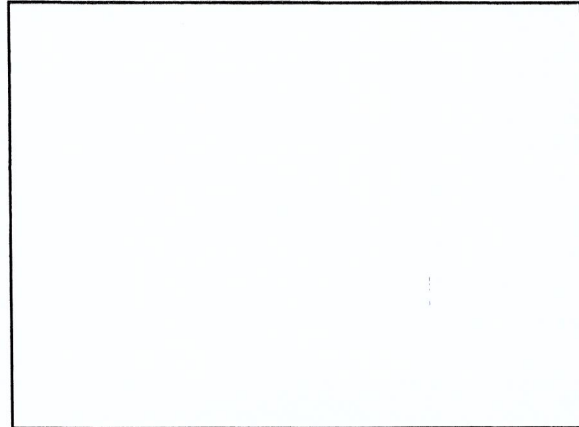
Berkshire, ss.

July \_\_\_\_ 2018

Before me, \_\_\_\_\_, the undersigned notary public, personally appeared **JAMES E. PHELAN, VICE PRESIDENT**, of **Berkshire Bank**, and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and who swore to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

\_\_\_\_\_  
Notary Public:  
My Commission Expires:

Property Location: 94 Westwood Road, Falmouth, Massachusetts



*For Registry Use*

### **CERTIFICATE OF ENTRY**

**THE UNDERSIGNED HEREBY CERTIFY** under oath that on the \_\_\_\_ day of July 2018, we were present and saw **JAMES E. PHELAN, Vice President**, on behalf of **BERKSHIRE BANK**, a Massachusetts banking corporation qualified to do business in the Commonwealth of Massachusetts with a principal place of business at 24 North Street, Pittsfield, Massachusetts 01201, the present holder and mortgagee named in a certain mortgage given by **MICHAEL S. ROZOWICZ and BETTY J. MURRAY**, dated and recorded dated and recorded July 22, 2013 in the Barnstable County Registry District of the Land Court as Document number, 1,228,432 and noted on Certificate of Title Number, 130195 (the "Mortgage"), make an open, peaceable and unopposed entry on the premises having an address of 94 Westwood Road, Falmouth, Massachusetts described in said mortgage, for the purpose, by he declared, of foreclosing said mortgage for breach of conditions thereof.



**CERTIFIED and EXECUTED under oath and under SEAL** this the \_\_\_\_  
day of July 2018.

\_\_\_\_\_  
Witness: Corey J. Fisher

\_\_\_\_\_  
Witness: Thomas J. Hamel

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.

July \_\_\_\_ 2018

Then personally appeared the above named Corey J. Fisher and Thomas J. Hamel, made oath that the above certificate by them subscribed is true, before me, \_\_\_\_\_, the undersigned notary public, and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:  
My Commission Expires:

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To be provided at auction



MORTGAGEE'S SALE OF REAL ESTATE BY

# PUBLIC AUCTION

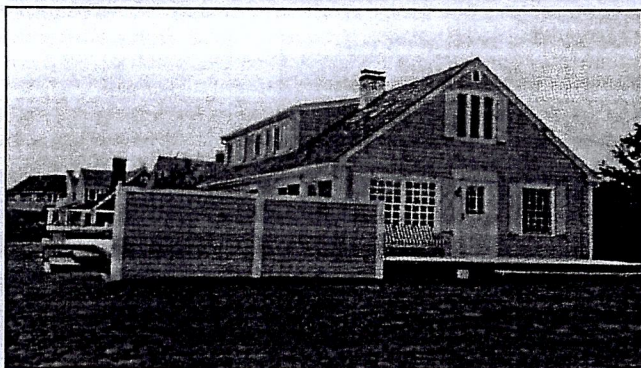
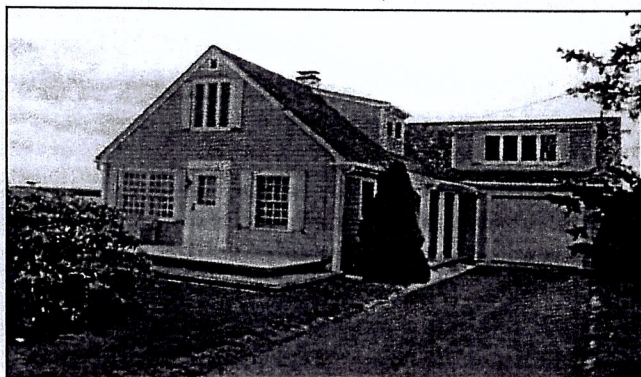
- NORTH FALMOUTH, MASSACHUSETTS •
- ★ WATERFRONT PROPERTY ★

**8 ROOM / 5 BEDROOM**  
**1 1/2 STORY**  
**CAPE COD STYLE HOME**  
WITH  
**TWO CAR ATTACHED GARAGE**  
*"LOCATED ON NYES NECK IN WILD HARBOR"*

**94 WESTWOOD ROAD NORTH FALMOUTH, MASSACHUSETTS**

TO BE SOLD ON THE PREMISES

**TUESDAY, JULY 31<sup>ST</sup> AT 11:00 A.M.**



## FEATURES:

- 1 1/2 Story Cape Code Style Home •
- ± 25,760 S/F of Land •
- Total of (8) Rooms w/ (5) Bedrooms & (2 1/2 Baths) •
- ± 2,265 S/F of Gross Living Area Above Grade •
- Oil Hot Water Baseboard Heat •
- Full Basement • Clapboard Siding •
- Hardwood & Carpeted Floors • Fireplace •
- Deck/Patio • Porch •
- Public Water & Private Septic •
- One Car Attached Garage •
- Zoned Residence B •

**1% BROKER INCENTIVE OFFERED!!!**

SALE PER ORDER OF MORTGAGEE

THOMAS J. HAMEL, ESQ.

Of the Firm of COURTNEY, LEE & HAMEL, P.C.

31 WENDELL AVENUE, PITTSFIELD, MA

ATTORNEY FOR MORTGAGEE

## TERMS OF SALE:

\$50,000.00 INITIAL DEPOSIT CASH OR CERTIFIED CHECK.

DEPOSIT MUST BE INCREASED TO 10% OF PURCHASE PRICE WITHIN 5 BUSINESS DAYS.

5% BUYERS PREMIUM APPLIES.

OTHER TERMS TO BE ANNOUNCED AT TIME OF SALE.

**Aaron Posnik**

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MORTGAGEE SALE OF REAL ESTATE BY

# PUBLIC AUCTION

• NORTH FALMOUTH, MASSACHUSETTS •

★ WATERFRONT PROPERTY ★

(8) ROOM / (5) BEDROOM

1 1/2 STORY

**CAPE COD STYLE HOME**

*"LOCATED ON NYES NECK IN WILD HARBOR"*

**94 WESTWOOD ROAD  
FALMOUTH, MASSACHUSETTS**

To be sold on the Premises

**TUESDAY, JULY 31<sup>ST</sup> AT 11:00 A.M.**

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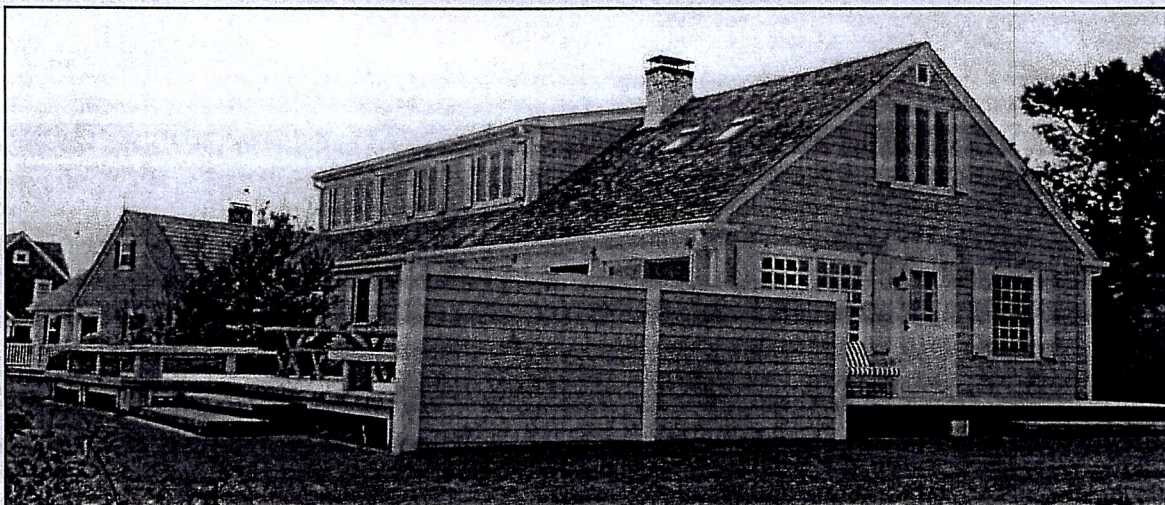
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**94 WESTWOOD ROAD FALMOUTH, MASSACHUSETTS**



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