

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

Premises: 804 Daniels Road, Clarksburg, MA 01247

By virtue and in execution of the Power of Sale contained in a certain mortgage given by William N Hartman and Laura J Hartman to Mortgage Electronic Registration Systems, Inc., as Mortgagee, as nominee for Lendia LLC, and now held by **NewRez LLC d/b/a Shellpoint Mortgage Servicing**, said mortgage dated January 11, 2008 and recorded in the Berkshire County (Northern District) Registry of Deeds in Book 1318, Page 571, said mortgage was assigned from Mortgage Electronic Registration Systems, Inc., as nominee for Lendia LLC to Green Tree Servicing LLC by assignment dated March 11, 2015 and recorded with said Registry of Deeds in Book 1561, Page 686; said mortgage was assigned from Ditech Financial LLC f/k/a Green Tree Servicing LLC to New Residential Mortgage LLC by assignment dated March 16, 2020 and recorded with said Registry of Deeds in Book 1708, Page 116; said mortgage was assigned from New Residential Mortgage LLC to NewRez LLC d/b/a Shellpoint Mortgage Servicing by assignment dated June 18, 2020 and recorded with said Registry of Deeds in Book 1715, Page 780; for breach of the conditions in said mortgage and for the purpose of foreclosing the same will be sold at **Public Auction on October 15, 2025 at 02:00 PM** Local Time upon the premises, all and singular the premises described in said mortgage, to wit:

The land with the buildings thereon situate in Clarksburg, Massachusetts, bounded and described as follows:

PARCEL ONE:

Beginning at an iron pipe driven in the ground on the easterly side of East Road, so-called, which iron pipe is located southerly from the Cascade Brook, so-called.

Thence in an easterly direction 165 feet, to an iron pipe driven in the ground;

Thence southerly 135 feet, to an iron pipe driven in the ground;

Thence westerly in a line parallel to the first line above set forth, for a distance of 165 feet to a birch tree located on the easterly bounds of said East Road;

Thence northerly 135 feet along the easterly line of said East Road, to the place of beginning.

Together with the right to run a one inch pipe across land now or formerly of one Thomas H. Perkins north of the above described premises to the Cascade Brook, so-called for the purpose of conveying water from said Cascade Brook to the above described premises.

Subject, however, to the reservation contained in the deed from Thomas H. Perkins to Joseph F. Benoit, dated August 5, 1941, recorded in the Northern Berkshire Registry of Deeds at Adams, Massachusetts, in Book 439, Page 155, reserving the right to run a one inch pipe across the above described land for the purpose of conveying water to other land now or formerly of the said Perkins.

Meaning and intending to describe and convey and hereby expressly conveying all and singular, the same premises conveyed to Robert L. Young and Jennifer L. Young by deed of Eleanor M. Benoit dated May 8, 2003 and recorded in the Northern Berkshire Registry of Deeds in Book 1104, Page 511.

PARCEL TWO:

Beginning at the northeast corner of land now or formerly of Joseph Benoit and running easterly one hundred ninety-five (195) feet to a pipe driven in the ground.

Thence running in a southerly direction one hundred thirty-five (135) feet to an iron pipe driven in the ground;

Thence running in a westerly direction one hundred ninety-five (195) feet to a corner of land of said Benoit and land now or formerly of one Hebert;



*Thence running northerly one hundred thirty-five (135) feet to the point and place of beginning.
Also another parcel of land in said Clarksburg, described as follows: Beginning at an iron pipe driven in the ground on land now or formerly of Thomas Perkins;
Thence northerly forty-three (43) feet to an iron pipe driven in the ground;
Thence westerly sixty-four (64) feet to an iron pin driven in the ground;
Thence southerly thirty-one (31) feet to an iron pipe driven in the ground;
Thence easterly sixty-two (62) feet to the point and place of beginning.
Also, a right of way twenty (20) feet wide running along the southerly side of the premises herein conveyed to the East road, so-called, with the right to lay and maintain water pipes in said right of way to the Cascade Brook. Together with the further right to erect wires and poles on said right of way for electric light and heat.*

PARCEL THREE:

Being Parcel D as shown on a plan entitled, "Property of Edward Krutiak-Ober Parcel, East Road Clarksburg, Mass.," dated November 1987, drawn by Maurice Winn and on file at the Northern Berkshire Registry of Deeds as Plan #511 in Drawer 8 said parcel being described as follows:

*Beginning at an iron pipe marking the northeast corner of "Benoit" as shown on said plan;
Thence S 39° 31' 16" W, 135.64 feet to an iron pipe at the southeast corner of said "Benoit" parcel;
Thence S 45° 02' 30" E, 38.71 feet to an iron rebar;
Thence N 24° 03' 28" E, 144.54 feet to the point and place of beginning.
Being a triangular parcel of land.*

Meaning and intending to describe and convey and hereby expressly conveying, all and singular, the same premises conveyed to Robert L. Young and Jennifer L. Young by Deed of Sidney C. Benoit, described therein as "Parcel One" and "Parcel Two, dated May 8, 2003 and recorded in the Northern Berkshire Registry of Deeds in Book 1104, Page 508.

Grantor covenants that it is seized and possessed of the said land and has a right to convey it, and warrants the title against the lawful claims of all persons claiming by, through, and under it, but not further otherwise.

The following reservations from and exceptions to this conveyance and the warranty of title made herein shall apply.

- (1) All easements, rights-of-way and prescriptive rights whether of record or not, pertaining to any portion(s) of the herein described property (hereinafter, the "Property");*
- (2) All valid oil, gas and mineral rights, interests or leases, royalty reservations, mineral interest and transfers of interest of any character, in the oil, gas or minerals of record in any county in which any portion of the Property is located;*
- (3) All restrictive covenants, terms, conditions, contracts, provisions, zoning ordinances and other items of record in any county in which any portion of the Property is located, pertaining to any portion(s) of the Property, but only to the extent that same are still in effect;*
- (4) All presently recorded instruments (other than liens and conveyances by, through or under the Grantor) that affect the Property and any portion(s) thereof;*
- (5) Ad valorem taxes, fees and assessments, if any, for the current year and all prior and subsequent years, the payment of which Grantee assumes (at the time of transfer of title), and all subsequent assessments for this and all prior years due to change(s) in land usage (including, but not limited to, the presence or absence of improvements, if any, on the Property), ownership, or both, the payment of which Grantee assumes; and*
- (6) Any conditions that would be revealed by a physical inspection and survey of the Property.*

Meaning and intending to convey and hereby expressly conveying, in mortgage, all and singular, the same premises conveyed to the Mortgagors herein by deed of Wells Fargo Bank, N.A. as Trustee, dated November 7, 2007 and recorded concurrently herewith in the Northern Berkshire Registry of Deeds.

The description of the property contained in the mortgage shall control in the event of a typographical error in this publication.

For Mortgagor's Title see deed dated November 7, 2007 and recorded in the Berkshire County (Northern District) Registry of Deeds in Book 1318, Page 566.

TERMS OF SALE: Said premises will be sold and conveyed subject to all liens, encumbrances, unpaid taxes, tax titles, municipal liens and assessments, if any, which take precedence over the said mortgage above described.

FIVE THOUSAND (\$5,000.00) Dollars of the purchase price must be paid in cash, certified check, bank treasurer's or cashier's check at the time and place of the sale by the purchaser. The balance of the purchase price shall be paid in cash, certified check, bank treasurer's or cashier's check within thirty (30) days after the date of sale.

Other terms to be announced at the sale.

Brock & Scott, PLLC
23 Messenger Street
2nd Floor
Plainville, MA 02762
Attorney for NewRez LLC d/b/a Shellpoint
Mortgage Servicing
Present Holder of the Mortgage
(401) 217-8701



