

Mortgagee's Foreclosure AUCTION 6,907+/- SF COMMERCIAL BUILDING ON 1.08+/- AC. 135 WESTBORO RD. (RT. 30), GRAFTON, MA Wednesday, November 5 at 11:00 am On-site

MA Auc. Lic. #111





The following information is provided to you as a matter of convenience only, and no representation or warranty, expressed or implied, is made as to its accuracy or completeness.

Prospective purchasers of the auction property are responsible for conducting such due diligence of their own as they consider appropriate, prior to bidding at the auction sale.

All information contained within this Property
Information Packet was derived from reliable sources and
is believed to be correct, but is not guaranteed. Buyers
shall rely entirely on their own judgment and inspection.

Announcements from the Auction Block will take precedence over any previously printed material or any other oral statements made.

TERMS AND CONDITIONS OF SALE

MORTGAGEE: James Lynch and Skye Blue Irrevocable Trust

MORTGAGOR: CBJD Holdings, LLC

LOCATION: 135 Westboro Road, North Grafton, MA

DATE: November 5, 2025

TERMS OF SALE:

1. All the right, title and interest in conveyed by Mortgagor to Mortgagee in that certain "Mortgage" recorded in the Worcester County Registry of Deeds in Book 66421 Page 27, will be sold, subject to the terms and conditions in the published Notice of Sale, a copy of which is attached hereto, and those hereinafter set forth. The terms and conditions herein shall be collectively referred to as the "Agreement".

- 2. The right, title, and interest conveyed to the Mortgagee in the Mortgage and sold under these terms is hereinafter referred to as the "Property". The Properties are commonly known as 135 Westboro Road, North Grafton, MA, and consists of the land and buildings described in the legal description attached to the Mortgage.
- 3. A deposit of 10% of the Purchase Price (as defined in Paragraph 6 below) (the "Deposit") in certified check or bank check shall be paid within two business days to the Auctioneer or Counsel for Mortgagee, with Twenty Thousand (\$20,000) of the Deposit (the "Initial Deposit") immediately payable by certified check or bank check to the Auctioneer. The payment of the Initial Deposit shall be payable by any bidder who submits the winning bid.
- 4. If a bidder who appears to have submitted the winning bid does not, at the conclusion of the auction, pay the Initial Deposit, the Property may, at the discretion of the Auctioneer,

be immediately re-auctioned, upon these terms and conditions, or offered to the next highest bidder or subsequent high bidder(s) without further notice. In such an event, said defaulting bidder is not released from any claims the Mortgagee might have against said defaulting bidder, including, but not limited to said bidder's failure to tender the entire Deposit, or for economic damages in the form of the Mortgagee's forced acceptance of a lower Purchase Price on account of said bidder's default.

- 5. Upon submission of the Initial Deposit, the winning bidder shall become known as the "Purchaser" under this Agreement.
- 6. The winning bid is subject to an auctioneer's fee of 3% in the form of a buyer's premium payable at closing. The winning bid and the 3% premium constitute the "Purchase Price."
- 7. The balance of the Purchase Price shall be paid in cash or by certified or bank check payable to the Mortgagee in or within thirty (30) days from the date of the auction.

 Mortgagee may elect to extend the closing date for an additional thirty (30) days in its sole discretion.
- 8. At the time of the closing described in Paragraph 7, a Foreclosure Deed, in the usual form, without covenants or warranties, will be delivered to the Purchaser on receipt of the full balance of the Purchase Price.
- 9. If the Purchaser fails to tender the balance of the Deposit, or the Purchase Price at the times and places above provided, the Purchaser shall be in breach of this Agreement and the Mortgagee, at its option, may take any action it deems suitable to dispose of the Property, including, but limited to, offering the Property to the next highest bidder or subsequent high bidder(s) at the original sale which is ready, willing, and able to comply

- with this Agreement, without notice to the Purchaser and without previously tendering a deed to the Purchaser.
- 10. Any action taken by Mortgagee in response to a breach of this Agreement by the Purchaser shall not, however, release the Purchaser from liability for breach of contract. In case of such default, Mortgagee shall have the right, whether or not the Property is resold, to retain the Deposit, or any portion thereof, either as liquidated damages, or as security for the payment by the Purchaser of additional damages to which the Mortgagee may be entitled by reason of Purchaser's default, as the Mortgagee may elect, without prejudice to any right to other or further damage or to pursue any remedy, legal or equitable, which shall accrue by reason of such default.
- 11. The risk of loss shall pass to the Purchaser upon payment of the Initial Deposit and, therefore, it is the Purchaser's obligation to produce fire and casualty insurance on the Property effective as of the time of the acceptance of the Initial Deposit. In the event of loss or damage to the Property by fire or other casualty between the time of sale and the tender of the deed, the Purchaser shall remain obligated to pay the full balance of the Purchase Price.
- 12. This sale is made without representations, warranties, or guaranties in regard to the title or any liens, encumbrances, attachments, levies, mortgages, easements, rights of way, occupancies, leases or other defects concerning said title.
- 13. This sale is subject to any and all restrictions, easements and existing encumbrances of record prior to the Mortgage, if any there be, insofar as the same are still in force and applicable to the premises, and to all taxes, tax liens, municipal betterments and assessments, if any.

- 14. The Purchaser shall be responsible for the documentary deed stamps which are required to be affixed to the deed.
- 15. The Property is sold AS IS. The sale is made without representations, warranties or guaranties concerning the condition of the Property. The Purchaser has not relied upon any purported representations by Auctioneer or Mortgagee of any sort whatsoever concerning the Property. Any personal property remaining on the Property is the responsibility of the successful bidder.
- 16. The Purchaser shall assume responsibility for and costs relating to compliance with Title 5 of the State Environmental Code, state and city requirements regarding smoke detection equipment, and lead paint regulations, all as applicable. Mortgagee makes no warranties or representations regarding the property's current compliance with any state or local regulations or laws.
- 17. Should Mortgagee elect not to convey the Property in its sole discretion, Purchaser's <u>sole</u> remedy under this Agreement shall be the return of any Deposit it has paid at the time of Mortgagee's election.
- 18. Time is of the essence with respect to the closing provided herein.

AUCTIONEER

GRAFTON, MASSACHUSETTS

November 5, 2025

In consideration of the accept	ance of my bid b	by JJ Manning, Auc	tioneer, I hereby agree to
pay the sum of (Dollars) (\$	00), which is my
winning bid of	_ Dollars (\$	00) plus a	buyer's premium of 3%,
which is Dollars (\$_	.00) for the real estate	described in the attached
Notice of Sale, purchased by me this	5 th day of Nove	mber, 2025 at Publ	ic Auction, of which sum
I agree to pay to Auctioneer or Mortg	gagee 10% as a I	Deposit within the n	ext two business days, of
which Deposit Twenty Thousand Dol	lars (\$20,000.00). I have paid this d	ay; and I agree to comply
with the terms and conditions of sale	set forth above	and in the notice of	sale.
	1	PURCHASER:	
	_		
	(COUNSEL FOR M	ORTGAGEE:
	-		
IN THE PRESENCE OF:			
	_		
Purchaser Information:			
Name:			
Address:			
Email:			

Phone:		
Title will vest in:		

MORTGAGEE'S SALE OF REAL ESTATE

135 Westboro Road Grafton, MA 01536

By virtue and in execution of the Power of Sale contained in a certain Mortgage Deed & Assignment of Leases and Rents given by CBJD Holdings, LLC to James Lynch and Skye Blue Irrevocable Living Trust, dated October 28, 2021 and recorded with the Worcester County Registry of Deeds, Book 66421, Page 27 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 November 5, 2025 at 11:00 a.m., on the mortgaged premises at 135 Westboro Road, Grafton, Massachusetts, being assessor's Lot 2 and Plat 13 on assessor's plat hereinafter described all and singular the premises described in said mortgage,

To wit:

The land together with building thereon, located in Grafton, Worcester County, Massachusetts situated in the northerly part of said Grafton, on the northerly side of County Road leading from North Grafton to Westborough and known as Westborough Road, and which is more particularly bounded and described as follows:

BEGINNING at an iron pipe on the northerly side of Westborough Road at the southwesterly corner of the lot to be conveyed, which iron pipe is 27.23 feet, S. 73 degrees 57' E. from a Worcester County highway marker on the northerly side of Westborough Road;

THENCE S. 73 degrees 57'E. by said Westborough Road, 135.30 feet to a point;

THENCE by a curve to the left, with a radius of 467.44 feet by said Westborough Road, 81.70 feet to a point;

THENCE N. 5 degrees 42' 35" E. by other land of the grantor, 221.31 feet to an iron pipe;

THENCE N. 82 degrees 42' 30" E. by land of Boston and Albany Railroad Company 204.75 feet to a point;

THENCE N. 7 degrees 17'30" E by land of the Boston and Albany Railroad Company 10 feet to a point;

THENCE N. 81 degrees 57' W. by land of Boston Albany Railroad Company 25.29 feet to a point;

THENCE S. 1 degree 27'30" W. by land of owners unknown 206.69 feet to an iron pipe on the northerly side of Westborough Road and the point of beginning.

BEGINNING the same premises shown as Parcel A on a plan entitled "Plan of lots in Grafton, MA owner by Mrs. Cosimo Caforio et als, dated March 10, 1967, by Douglas L. Liston, Registered Land Surveyor", and filed in the Worcester District Deeds, Plan Book 307, Plan 124.

CONTAINING according to said plan 1.077 acres, all of said courses and distances being more or less.

PROPERTY ADDRESS: (FOR REFERENCE PURPOSES ONLY) 135 Westboro Road Grafton, MA Plat 13, Lot 2

For title, see deed recorded herewith.

Said premises will be sold subject to any and all restrictions, easements, and existing encumbrances of record prior to the mortgage, if any there be, insofar as the same are still in force and applicable to the premises, and to all taxes, tax liens, municipal betterments and assessments, if any.

Terms of Sale:

Twenty Thousand Dollars (\$20,000) initial deposit in certified check, or bank check is required to bid at time and place of sale with an additional Ten Percent (10%) deposit due within two business days of the sale. The balance of the purchase price shall be paid in or within thirty (30) days from the date of sale. A mortgagee's deed in the usual form, without covenants or warranty, will be delivered on receipt of the full balance of the purchase price. The successful bidder shall be required to sign a Memorandum of Terms of Sale containing the above terms at the auction sale. In the event of error in this publication, the description of the premises contained in said mortgage shall control.

Other terms to be announced at the sale.

By the Attorney for the Holder of the Mortgage

/s/ Patrick J. McDonald

Patrick J. McDonald Hinshaw & Culbertson LLP 56 Exchange Terrace Providence, RI 02903 617-213-7032 401-751-0072 (facsimile) pmcdonald@hinshawlaw.com

Dated: September 18, 2025

(Publish: Worcester Telegram and Gazette)

October 14, 21, and 28, 2025)

6,907± SF COMMERCIAL RETAIL BUILDING

135 Westboro Rd (Rt 30), Grafton, MA
On 1.08 acres in High Visibility Location







AUCTION: Wednesday, November 5 at 11am On-site

On Rt 30 with visibility from the MBTA commuter rail, halfway between Rt 20 & I-90 with easy access to Rt 140, I-290 & I-495.

Site Area: 1.08± acres

Zoning: OLI – Office/Light Industrial Frontage: 217± ft per deed & GIS Paved area: 8,000± sf per Assessor Gross Building Area: 14,449± sf Gross Living Area: 6,907± sf

Design: 1-story retail with walkout lower level, portions recently under renovation

Basement/Lower Level: 6,907± sf

Storage: 99± sf, unfinished

Porches/Decks: 385± sf front porch, 121± sf enclosed porch in back, 80± sf

deck on side

Plan Ref: Worcester County Plan 307/124 – Parcel A, Grafton SP 2021-01

Parcel ID: 013.0/0000/0002.0

Property Information & Full Terms at: JManning.com 800.521.0111

179 Old King's Hwy, Yarmouth Port, MA 02675







Terms of Sale:

10% certified deposit of which \$20,000 in certified or bank check at this Mortgagee's Foreclosure Auction & remainder of 10% due within 2 business days. Balance in 30 days. Other terms, if any, announced at the sale. All information derived from reliable sources believed correct, but not guaranteed.

Buyers shall rely entirely on their own judgment and inspection.

Announcements from the Auction Block take precedence over any previously printed material or any other oral statements made.

JJManning Auctioneers is acting exclusively on behalf of Seller in

MA Auc Lic 111

Brochure 1856 • Ref 25-2164

135 WESTBORO ROAD

Location 135 WESTBORO ROAD **Mblu** 013.0/ 0000/ 0002.0//

PBN Assessment \$1,120,400

Appraisal \$1,120,400 **PID** 250

Building Count 1

Current Value

Appraisal Appraisal					
Valuation Year Improvements Land Total					
2025	\$882,700	\$237,700	\$1,120,400		
Assessment					
Valuation Year	Improvements	Land	Total		
2025	\$882,700	\$237,700	\$1,120,400		

Owner of Record

Owner CBJD HOLDINGS LLC Sale Price \$800,000

Co-Owner Certificate

Address 135 WESTBORO ROAD Book & Page 66421/23

N GRAFTON, MA 01536 Sale Date 10/29/2021 Instrument 1U

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
CBJD HOLDINGS LLC	\$800,000		66421/23	1U	10/29/2021
JKRP HOLDINGS LLC	\$590,000		61567/342	10	12/11/2019
GRAFTON ISHTAR LLC	\$277,500		52769/63	1U	09/08/2014
GRAFTON CROSSING LLC	\$100		41676/274	1B	08/20/2007

Building Information

Building 1: Section 1

Year Built: 1920

Living Area: 6,907
Replacement Cost: \$1,371,493

Building Percent Good: 63

Replacement Cost

Less Depreciation: \$864,000

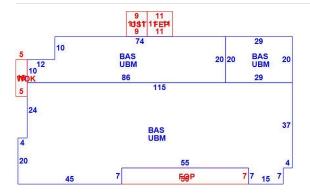
Building Attributes			
Field Description			
Style	NBHD Shopping Ctr		
Model	Commercial		
Grade			
Stories	1.0		
Num Units	3.00		
Exterior Wall 1	Vinyl Siding		
Exterior Wall 2	Brick/Stone Veneer		
Roof Structure			
Roof Cover	Asph/F Gls/Cmp		
Interior Wall 1	Drywall/Sheet		
Interior Wall 2			
Interior Floor 1	Concr Abv Grad		
Interior Floor 2			
Heating Fuel	Oil		
Heating Type	Hot Water		
АС Туре	Central		
Use Type	Retail Store		
Primary Bldg Use	Shopping Center		
Total Rooms	0		
Placeholder	0		
Lighting	Average		
Bldg Class	D		
Flr1 Occ			
Heat/AC	Heat/AC Split		
% Heated	100		
Plumbing	Average		
Ceilings	Sspnd Panels		
Rooms/Prtns	None		
Wall Height	8.00		
Base Floor	1.00		
# Overhead Doors			
Load Dock SF			

Building Photo



 $(https://images.vgsi.com/photos/Grafton MAPhotos//\0027\ IMG_0015[1]_$

Building Layout



(ParcelSketch.ashx?pid=250&bid=250)

	<u>Legend</u>		
Code	Description Gros		Living Area
BAS	First Floor	6,907	6,907
FEP	Framed Encl Porch	121	0
FOP	Open Porch	385	0
UBM	Unfin Bsmnt	6,907	0
UST	Unfin Storage	99	0
WDK	Wood Deck	80	0
		14,499	6,907

Extra Features

No Data for Extra Features

Land

Land Use		Land Line Valuation	
Use Code	3230	Size (Acres)	1.08
Description	Shopping Center	Frontage	156
Zone	OLI	Depth	
Neighborhood	25	Assessed Value	\$237,700
Alt Land Appr	No	Appraised Value	\$237,700
Category			

Outbuildings

	Outbuildings				<u>Legend</u>	
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
SHD1	SHED FRAME			99.00 S.F.	\$1,700	1
PAV1	PAVING-ASPHALT			8000.00 S.F.	\$15,600	1
SGN3	W/INT LIGHTS			24.00 S.F.&HGT	\$1,400	1

Valuation History

Appraisal				
Valuation Year	Improvements	Land	Total	
2025	\$882,700	\$237,700	\$1,120,400	
2024	\$840,200	\$226,200	\$1,066,400	
2023	\$690,700	\$205,800	\$896,500	

Assessment					
Valuation Year Improvements Land Total					
2025	\$882,700	\$237,700	\$1,120,400		
2024	\$840,200	\$226,200	\$1,066,400		
2023	\$690,700	\$205,800	\$896,500		

Town of Grafton, MA August 26, 2025

135 Westboro Rd., Grafton, MA 184.22 356.41 187.88 0.62 AC 0.56 AC 33.74 Westroto Rd (30) Westboro Rd (30) 198.84 150.97 208.83 1" = 123.45684990661455 ft

Property Information

 Property ID
 013.0-0000-0002.0

 Location
 135 WESTBORO ROAD

 Owner
 CBJD HOLDINGS LLC



MAP FOR REFERENCE ONLY NOT A LEGAL DOCUMENT

Town of Grafton, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 10/2024 Data updated 10/2024 Print map scale is approximate. Critical layout or measurement activities should not be done using this resource. Town of Grafton, MA August 26, 2025

135 Westboro Rd., Grafton, MA



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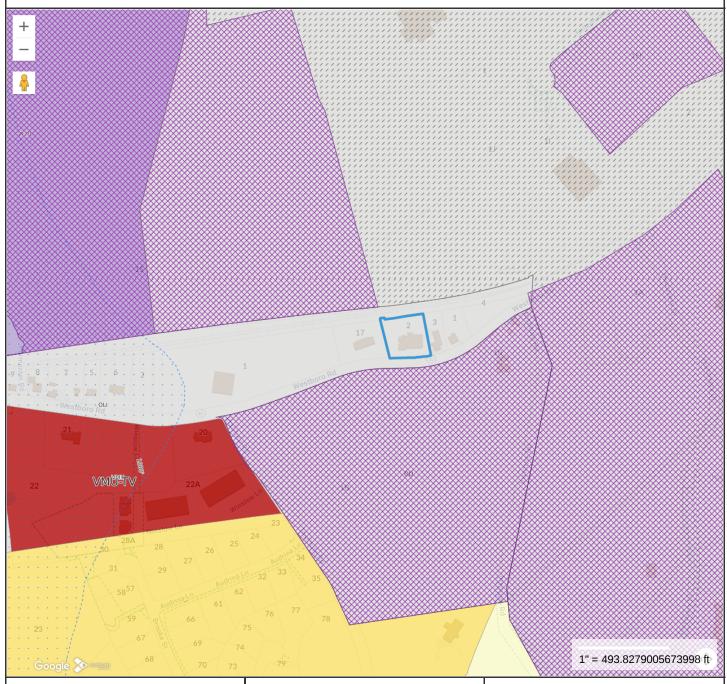
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Town of Grafton, MA August 26, 2025

135 Westboro Rd., Grafton, MA - Zoning



Property Information

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Map Theme Legends

Zoning

North Grafton Transit Village Overlay

Fisherville Smart Growth Overlay

Priority Development Overlay

Campus Development Overlay

Water Supply Protection Overlay

Zoning

Residential (R40)

Residential (R20)

Residential Multi-Family

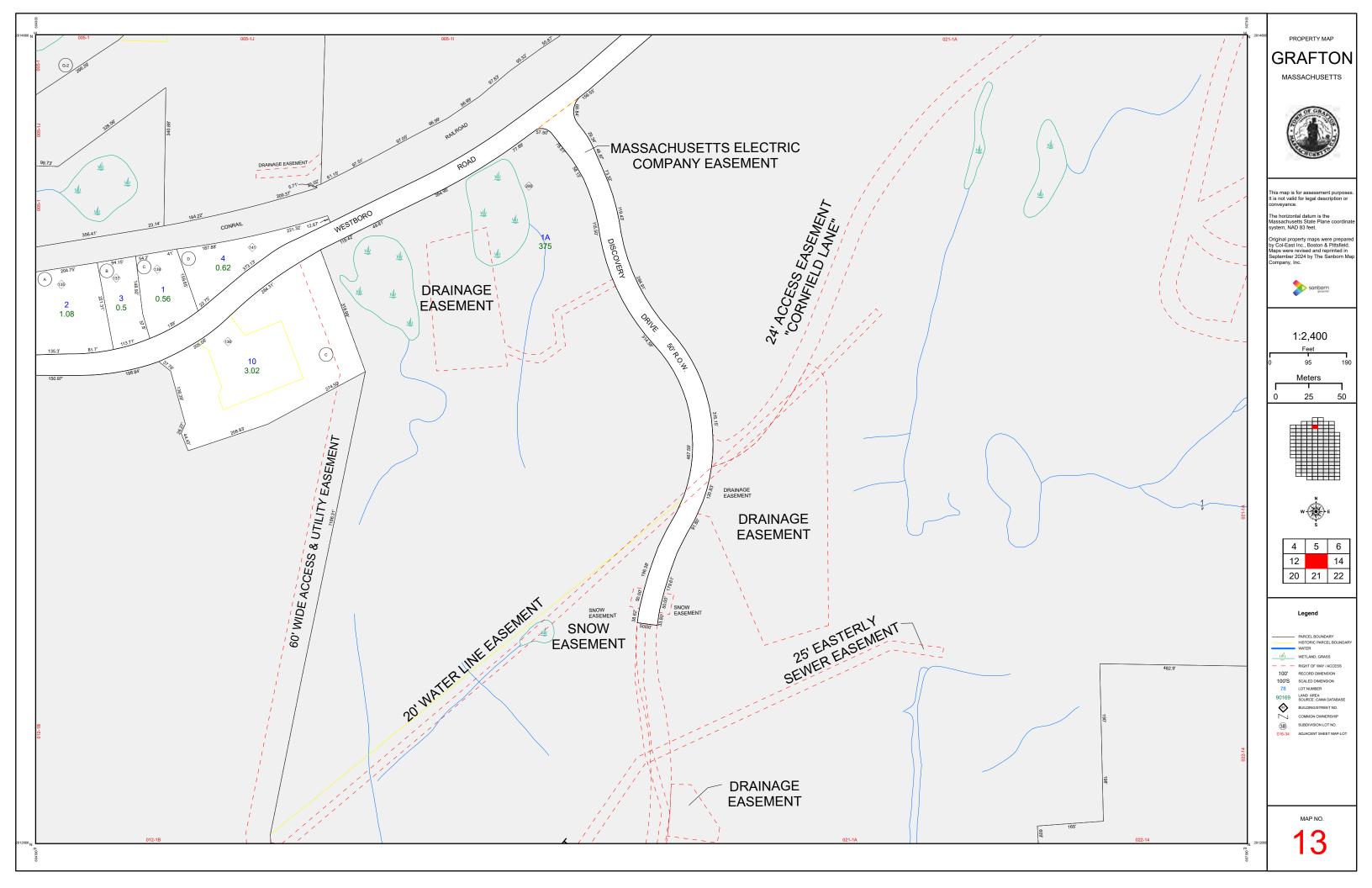
Village Mixed Use

Agricultural/Residential

Neighborhood Business

Community Business

Office/Light Industrial
Industrial



National Flood Hazard Layer FIRMette



Legend SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT Without Base Flood Elevation (BFE) With BFE or Depth Zone AE, AO, AH, VE, AR SPECIAL FLOOD **HAZARD AREAS** Regulatory Floodway 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X **Future Conditions 1% Annual** Chance Flood Hazard Zone X Area with Reduced Flood Risk due to Levee. See Notes. Zone X OTHER AREAS OF FLOOD HAZARD Area with Flood Risk due to Levee Zone D NO SCREEN Area of Minimal Flood Hazard Zone X Effective LOMRs OTHER AREAS Area of Undetermined Flood Hazard Zone D - - - Channel, Culvert, or Storm Sewer **GENERAL** STRUCTURES | LILLI Levee, Dike, or Floodwall 20.2 Cross Sections with 1% Annual Chance 17.5 Water Surface Elevation **Coastal Transect** ₩₩ 513 WW Base Flood Elevation Line (BFE) Limit of Study Jurisdiction Boundary **Coastal Transect Baseline** OTHER **Profile Baseline FEATURES** Hydrographic Feature

Digital Data Available

No Digital Data Available

Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

MAP PANELS

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 9/29/2025 at 2:23 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.





THANK YOU FOR REVIEWING THE ENTIRE PROPERTY INFORMATION PACKAGE. WE LOOK FORWARD TO SEEING YOU AT THE AUCTION. IF YOU HAVE ANY QUESTIONS PLEASE DON'T HESITATE TO CONTACT US.



Justin Manning, CAI, AARE
President
Phone: 800-521-0111

Fax: 508-362-1073

JJManning.com

auctions@JJManning.com

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