

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

By virtue and in execution of the Power of Sale contained in a certain mortgage given by David A. Moll and Angel Marie Moll, to Medway Co-operative Bank, now known as Charles River Bank, dated October 23, 2006 recorded with Norfolk County Registry of Deeds in Book 24200, Page 339, 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 10:00 A.M. on the 5<sup>th</sup> day of April, 2019 on the premises known as 42 Caroline Drive, Bellingham, Norfolk County, Massachusetts, hereinafter described all and singular the premises described in said mortgage, to wit:

A certain parcel of land with the buildings thereon situated on Caroline Drive, Bellingham, Norfolk County, Massachusetts, and being shown as Lot 1075 on a plan entitled "Section II, Wethersfield at Bellingham, Bellingham, Mass. Owned by: East Coast Builders, Inc." dated July 6, 1960, Bradford Saivetz & Associates, Inc. Consulting Civil Engineer, duly recorded with Norfolk Registry of Deeds, Plan No. 1193 of 1960 in Plan Book 209, to which plan reference is hereby made for a more particular description.

Being the same and all the same premises conveyed to the mortgagors by deed of William G. Moll and Janice Moll, dated December 23, 1999, recorded with Norfolk County Registry of Deeds, Book 13942, Page 490.

Terms of Sale: A deposit of Five Thousand (\$5,000.00) Dollars paid in cash, bank or certified check will be required to be paid by purchaser at the time and place of sale with the balance to be paid by certified or bank check in thirty (30) days at the offices of Kenney & Kenney, 181 Village Street, Medway, Massachusetts 02053. The successful bidder will be required to sign the memorandum of sale at the time and place of sale. Deed will be provided to 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 mortgagee 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.

Said premises will be sold subject to and with the benefit of all restrictions, easements, improvements, outstanding tax titles, mortgages, liens, rights of tenants and parties in possession, unpaid taxes, municipal liens and other public taxes, assessments or liens, having priority over the mortgage described herein, if any, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of the foreclosure, the mortgagee reserves the right to

sell the property by foreclosure deed to the second highest bidder provided that the second highest bidder shall deposit with mortgagee's attorneys, Kenney & Kenney, the amount of the required deposit as set forth herein within three (3) business days after written Notice of Default of the previous highest bidder and title shall be conveyed to said second highest bidder within twenty (20) days of said written notice.

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

CHARLES RIVER BANK

By:

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John Hamilton  
President and CEO  
Present Holder of said Mortgage

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Stephen J. Kenney, Esq.  
Attorney for  
Charles River Bank  
Holder of said Mortgage  
Kenney & Kenney  
181 Village Street  
Medway, MA 02053  
(508) 533-6711

Date: Wednesday, March 13, 2019  
Wednesday, March 20, 2019  
Wednesday, March 27, 2019