

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Rudolph E. Bennett and Barbara Ragan Bennett to Scituate Federal Savings Bank dated November 26, 2001 and recorded with the Plymouth County Registry of Deeds in Book 21009, Page 180, and now held by Coastal Heritage Bank, as successor by merger to Scituate Federal Savings, for breach of the conditions of said Mortgage and for the purpose of foreclosing, the same will be sold at public auction at 11:00 a.m. on February 27, 2019 upon the mortgaged premises located at 58 Vincent Drive, Marshfield, Massachusetts, being all and singular the premises described in said Mortgage, to wit:

The land in Marshfield, Plymouth County, Massachusetts, with the buildings thereon, being shown as Lot #4 on a plan of land entitled "Plan of Land, Vincent Drive, Marshfield, Massachusetts, Stenbeck & Taylor, Inc., Engineers & Surveyors, 1932 Ocean Street, Marshfield, Massachusetts, dated October 20, 1986, Scale 1' = 40'", said plan being recorded with the Plymouth County Registry of Deeds in Plan Book 28, Page 22.

Said parcel is bounded and described according to said plan as follows:

NORTHERLY by Vincent Drive, 86.61 feet;
EASTERLY by Lot #5 on said plan, 140.00 feet;
SOUTHERLY by Lot #3 on said plan, 86.54 feet; and
WESTERLY by Lot #1 on said plan, 140.00 feet.

Containing according to said plan 12,120 square feet of land.

For title see deed dated August 21, 1997 and recorded with said Registry of Deeds in Book 15417, Page 131.

In the event of a typographical error or omission contained in this publication, the description of the property contained in said Mortgage shall control.

TERMS OF SALE:

The mortgaged premises are to be sold subject to and with the benefit of all easements, restrictions, building and zoning laws, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession, existing encumbrances, and all other claims in the nature of liens, now existing or hereafter arising, having priority over the Mortgage, if any there be. The mortgaged premises are also sold subject to the right of redemption of the United States of America, if any there be.

A deposit of TEN THOUSAND DOLLARS AND 00 CENTS (\$10,000.00) shall

be required to be paid to the mortgagee, by certified or bank's cashier check at the time and place of sale. The successful bidder will be required to execute a Memorandum of Sale immediately after the close of bidding. The balance of the purchase price is to be paid to the mortgagee by certified check or by bank's cashier check in or within thirty (30) days from the date of the sale, with time being of the essence, at the offices of Moriarty Troyer & Malloy LLC, attorneys for the Mortgagee, 30 Braintree Hill Office Park, Suite 205, Braintree, MA 02184, in exchange for which the deed shall be delivered to the purchaser for recording. The description of the premises contained in said Mortgage shall control in the event of an error in this publication.

The Mortgagee reserves the right to amend the foregoing terms of sale by written or oral announcement made before the auction sale, during the sale thereof or at the commencement of or during any postponed sale, the right to bid at the sale, to reject any and all bids, and to postpone the sale up until the time the property is declared sold by the auctioneer.

Other terms, if any, to be announced at the sale.

Coastal Heritage Bank, as successor by
merger to Scituate Federal Savings Bank
By its attorneys,
Laura White Brandow, Esquire
Moriarty Troyer & Malloy LLC
30 Braintree Hill Office Park, Suite 205
Braintree, Massachusetts 02184
(781) 817-4900