

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 John E. Sullivan to Philip L. Johnson, Trustee of the Turner Investment Trust, dated August 23, 2018 and recorded with the Plymouth County Registry of Deeds on August 23, 2018 at Book 50204, Page 98, of which mortgage Philip L. Johnson, Trustee of Turner Investment Trust, by assignment of mortgage dated January 29, 2019 and recorded on January 30, 2019 with Plymouth County Registry of Deeds in Book 50768, Page 119, of which 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 AM on May 24, 2019**, on the mortgaged premises located at **655 Ash Street, Brockton**, Plymouth County, Massachusetts, all and singular the premises described in said mortgage,

TO WIT:

A certain parcel of land with the buildings thereon, being shown as Lot #2 on "Plan of Land in Brockton, Massachusetts, owned by Irving W. Sanford, Sept. 26, 1967, Hayward-Hayward & Boynton, Engineers, Scale 1"=40'," recorded in Plymouth Deeds as Plan 769 of 1970 in Book 3629, Page 251. Said Lot #1 is bounded and described as follows:

SOUTHEASTERLY: by Ash Street, 85 feet;

SOUTHERLY: by Lot #1, 223 feet:

WESTERLY: by land now or formerly of Stanton on said plan, 90 feet; and

NORTHWESTERLY: by Lot#3, 251 feet, more or less.

Said Lot#2 contains 20,738 square feet of land according to said plan.

Conveyed subject to and with the benefit of easements, restrictions, rights or way and covenants of record insofar as may be in force and applicable.

For mortgagor's title see deed recorded with Plymouth County Registry of Deeds in Book 50204, Page 96.

These premises will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

TERMS OF SALE:

A deposit of FIVE THOUSAND (\$5,000.00) Dollars by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at the law firm of Dolan Connly, P.C., 50 Redfield Street, Boston, MA 02122, within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

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

PHILIP L. JOHNSON, TRUSTEE OF
TURNER INVESTMENT TRUST,
By its Attorney,
DOLAN CONNLY, P.C.,
David A. Marsocci, Esq.
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Boston, MA 02122
(617) 265-3100