

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 E. Michael Scanlon and Maribeth Scanlon to The Braintree Co-operative Bank, dated June 6, 2005, recorded with the Barnstable County Registry of Deeds in Book 19909, Page 165, as affected by Modification of Mortgage dated March 20, 2009 and recorded with said Deeds in Book 23561, Page 251, and now held by South Shore Bank as successor by merger to The Braintree Co-operative Bank, 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 July 31, 2019 upon the mortgaged premises located at 25 Lake Road East, West Yarmouth, Barnstable County, Massachusetts, being all and singular the premises described in said Mortgage, to wit:

The land with the buildings thereon, situated in Yarmouth (West), Barnstable County, Massachusetts, bounded and described as

NORTHERLY by Lot 226, as shown on hereinafter mentioned plan, one hundred (100) feet;

EASTERLY by Lake Road East, as shown on said plan, eighty (80) [sic] feet; *

SOUTHERLY by Lot 228, as shown on said plan, one hundred (100) feet; and

WESTERLY by Lot 222, as shown on said plan, eighty (80) [sic] feet.*

Being shown as Lot 227 on plan of land entitled "Plan showing Swan Lake Shores West Yarmouth, Mass. For Swan Lake Shores Trust. Donald T. Fenton Trustee Noyes & Bond – Engineers Hyannis, Mass. Scale 1 in. = 100 ft. December 1926" which said plan is duly recorded in Barnstable County Registry of Deeds in Plan Book 20, Page 15.

For title see deed dated August 11, 2004 and recorded with said Registry of Deeds in Book 18930, Page 81.

*Easterly and Westerly bounds are actually fifty (50) feet.

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.

South Shore Bank, successor by merger to The
Braintree Co-operative Bank
By its attorneys,
Laura White Brandow, Esquire
Moriarty Troyer & Malloy LLC
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Braintree, Massachusetts 02184
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