

## 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 8 Black Rock Drive, LLC to South Shore Savings Bank f/k/a South Shore Bank dated April 9, 2004 and recorded with the Plymouth County Registry of Deeds in Book 27927, Page 63, 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 24, 2019 upon the mortgaged premises located at Unit 24, 8 Black Rock Drive, Hingham, Massachusetts, being all and singular the premises described in said Mortgage, to wit:

The Condominium Unit known as Condominium Unit No. 24, (hereinafter called the "Subject Unit") in the condominium known as Black Rock Condominium (hereinafter called the "Condominium"), established by Master Deed dated January 31, 2002 recorded in the Plymouth County Registry of Deeds in Book 21469, Page 18 (hereinafter called the "Master Deed"), as the same is now or may hereafter be amended from time to time. The post office address of the Subject Unit is 8 Black Rock Drive, Hingham, MA 02043. The Subject Unit is described in the Master Deed. The Subject Unit and the Condominium are subject to the provisions of Massachusetts General Laws Chapter 183A (the "Act").

The Subject Unit is shown on the plan entitled, "Black Rock Golf Community in Hingham, Massachusetts (Plymouth County) Condominium Site Place (Subphase 6 of Phase 2)" dated February 10, 2004 BSC Group, 384 Washington Street, Norwell, Massachusetts 02061 (hereinafter the "Site Plan"), and which plan is filed with Fourteenth Amendment of Master Deed Black Rock Condominium Phasing Amendment recorded in Book 27536, Page 218 in the Plymouth County Registry of Deeds and on the plan entitled "Black Rock Condominium 8 Black Rock Drive in Hingham Massachusetts (Plymouth County) Condominium Unit Plan" dated March \_\_\_, 2004, prepared by BSC Group 384 Washington Street, Norwell, Massachusetts 02061 (hereinafter the "Floor Plan"), which plan is filed with Seventeenth Amendment of Master Deed, herewith, in the Plymouth County Registry of Deeds. A copy of the Floor Plan of the Subject Unit is attached hereto as Exhibit A, and the verified statement of a registered architect in the form required by the Act, Sections 8 and 9, is affixed to said Unit Plan and Floor Plan.

The Subject Unit is hereby conveyed together with:

1. An undivided 4.49% interest in the common areas and facilities of the Condominium described in the Master Deed and appertaining to the Subject Unit; and an undivided 5.10% Residential Factor described in the Master Deed and appertaining to the Subject Unit; and

The Subject Unit is hereby conveyed subject to:

The provisions of the Master Deed, as amended from time to time, Master Plans of the Condominium recorded simultaneously with and as part of the Master Deed or any Amendment thereto and the Site Plans, and the provisions of the Declaration of Trust of the Black Rock Condominium Trust and the By-laws and rules and regulations thereto, as

the same may be amended from time to time by instruments recorded with said Deeds, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Subject Unit, his family, tenants, servants, visitors and occupants, as though such provisions were recited and stipulated at length herein; and all Matters set forth or referred to in the Master Deed, as the same is now or may hereafter be amended; and the provisions of the Act.

By acceptance of this unit deed the Grantee (jointly and severally, if more than one) covenants and agrees:

To observe and perform all of the provisions of the Master Deed, as it may be amended from time to time;

To observe and perform all of the provisions of the Black Rock Condominium Trust and the by-laws and rules and regulations thereto, as it may be amended from time to time;

To hold the Subject Unit subject to the provisions of the Master Deed, expressly including but not limited to the provisions of Section 17 of the Master Deed, the Condominium Trust and the by-laws and rules and regulations thereto;

That the Grantee hereby consents for himself/herself and his/her heirs, administrators, executors, successors and assigns and all persons claiming by, through or under him/her (including the holder of any mortgage or other encumbrance) or any other party whatsoever, to the Declarant's reserved easements and rights under paragraph 17 of the Master Deed and the Grantee expressly agrees to the alterations from time to time of the Subject Unit's appurtenant percentage interest in the common areas and facilities of the Condominium and Residential Factor when new phases are added to the Condominium by amendment to the Master Deed pursuant to paragraph 17 of the Master Deed;

That in the event that (notwithstanding any provisions of the Master Deed to the contrary), it shall be determined that the signature of the Grantee is required on any amendment to the Master Deed which adds unit (s), additional land and/or new phases to the Condominium, or paragraph 17 of the Master Deed then the Grantor and its successors and assigns as attorney-in-fact for the Grantee shall have the right to execute and deliver any such amendments by and on behalf of and in the name of the Grantee, and the Grantee hereby constitutes and appoint the Grantor, its successor and assigns as the Grantee's attorney-in-fact. This Power of Attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future owner of the Subject Unit, and all other persons claiming by, through or under him/her/them (including the holder of any mortgage or other encumbrance) and any other party whatsoever.

The above provisions shall be binding upon the Grantee and his/her/their heirs, devisees, legatees, executors, administrators, personal representatives, successors-in-title and assigns whether or not the Grantee has signed and acknowledged this instrument.

This Subject Unit shall not be used or maintained in a manner inconsistent with the provisions of the Master Deed, or of this Unit Deed, or of the Black Rock Condominium Trust or the By-Laws or rules and regulations thereof, as the same may be amended from time to time.

For title see deed dated March 15, 2014 and recorded with said Registry of Deeds in Book 44226, Page 141.

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, condominium fees, 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, f/k/a South Shore Savings Bank  
By its attorneys,  
Laura White Brandow, Esquire  
Moriarty Troyer & Malloy LLC  
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