

## 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 Terrence P. Sullivan and Kara L. Sullivan to South Shore Savings Bank, dated June 10, 2005, recorded with the Plymouth County Registry of Deeds in Book 30694, Page 4, 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 November 21, 2019 upon the mortgaged premises located at 62 Wareham Street, Middleboro, Plymouth County, Massachusetts, being all and singular the premises described in said Mortgage, to wit:

The land with the buildings thereon, situated in Middleboro, Plymouth County, Massachusetts, situated on the southwesterly side of Wareham Street, bounded and described as follows:

Beginning at a stone bound in line of said Wareham Street, being a corner of land formerly of Everett T. Lincoln and now supposed to be of George S. Nelson;

thence South about 29° 45' West about 189.75 feet to a corner in line of land supposed to be now or formerly of Alden C. Sisson;

thence North about 59° 45' West 56 feet to an iron pin for a corner;

thence North 29° 45' East 184.5 feet by land formerly of Edgar D. Wood to an iron pipe for a corner in line of said Wareham Street;

thence Southeasterly by said Wareham Street about 55.75 feet to the bound first mentioned.

ALSO the land in Middleboro, Plymouth County, Massachusetts on the southerly side of Wareham Street, bounded and described as follows:

Beginning at the Southerly corner of land now or formerly of Norman W. Lindsay and Ruby A. Lindsay in line of land now or formerly of one Nelson;

thence by land now or formerly of Norman W. Lindsay and Ruby A. Lindsay and land now or formerly of one Frazier, to the Southwesterly corner of said Frazier and land now or formerly of one Garfield;

thence Southerly in a continuation of the division line between said Frazier and said Garfield land, 48.0' to a fence post;

thence parallel with the first described line, Easterly to the land of said Nelson;

thence Northerly by the land of said Nelson, 48.0' to the place of beginning.

For title see deed of Terrence P. Sullivan and Kara L. Sullivan dated June 10, 2005, recorded with said Deeds in Book 30694, Page 2.

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, f/k/a South Shore Savings Bank  
By its attorneys,  
Laura White Brandow, Esquire  
Moriarty Troyer & Malloy LLC  
30 Braintree Hill Office Park, Suite 205  
Braintree, Massachusetts 02184  
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