

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 Raymond Kuhl and Jennifer Kuhl to Taunton Federal Credit Union, dated October 25, 2013, recorded with the Worcester County Registry of Deeds in Book 51669, Page 49, 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 a.m. on February 25, 2020 upon the mortgaged premises located at 3 Cunniff Avenue, Milford, Worcester County, Massachusetts, being all and singular the premises described in said Mortgage, to wit:

The land together with the buildings thereon located in the Town of Milford, Worcester County, Massachusetts, described as follows:

Being shown as Lots 7, 8 and 9 on a plan of land entitled, "Plan of West Street, Plan made by C.A. Thayer, C.E. dated May 1926" recorded with the Worcester District Registry of Deeds in Book 46, Plan 90 where reference may be made for a more particular description of Lots 7, 8 and 9.

Together with the right to pass and repass over a strip of land ten (10) feet in width and running easterly from the easterly line of Cunniff Avenue, seventy-five (75) feet and adjoining the southerly line of Lot 7 as shown on the aforementioned plan and being a part of Lot 6 on said plan.

Being the same premises conveyed to the herein named mortgagor by deed recorded with Worcester County Registry of Deeds in Book 51669, Page 47.

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.

Taunton Federal Credit Union
By its attorneys,
Laura White Brandow, Esquire
Moriarty Troyer & Malloy LLC
30 Braintree Hill Office Park, Suite 205
Braintree, Massachusetts 02184
(781) 817-4900
lbrandow@lawmtm.com