

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 **Concept Randolph LLC** to East Cambridge Savings Bank, dated December 13, 2019, and recorded at the Norfolk County Registry District of Deeds in Book 37441, Page 406, 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 November 8, 2024**, on the mortgaged premises located at 1137 North Main Street, Randolph, MA, all and singular the premises described in said mortgage.

TO WIT:

Property Address: 1137 North Main Street, Randolph, MA

The land with the buildings thereon at 1137 North Main Street, Randolph, Norfolk County, Massachusetts shown as Lot 53 on a plan entitled "Plan of Land in Randolph, Massachusetts belonging to Albert E. Walsh, being the Southerly Portion of Oakwood Terrace" by George H. Weatherbee, Jr., C.E., which plan is dated June 24, 1927 and is recorded at the Norfolk County Registry of Deeds in Book 1764, Page 54 as Plan No. 804 of 1927. Said premises is bounded and described as follows:

WESTERLY by North Main Street, fifty and 35/100 (50.35) feet;

NORTHERLY by Lot 52 as shown on said plan, one hundred and 00/100 (100.00) feet;

EASTERLY by a portion of the Lot 54 as shown on said plan, fifty and 35/100 (50.35) feet;
and

SOUTHERLY by Saratoga Street, one hundred and 00/100 feet.

For title see deed recorded at Norfolk County Registry District of Deeds in Book 37441, Page 406.

TERMS OF SALE:

Said Premises shall be sold subject to any and all unpaid taxes, assessments, tax titles, and other municipal liens, including but not limited to water and sewer liens. Purchaser shall be responsible for all state documentary stamps, and transfer recording fees.

A non-refundable deposit of TEN THOUSAND (\$10,000.00) DOLLARS, by certified or bank check will be required to be paid by the purchaser at the time and place of sale. Within seven (7) days after the sale, an additional deposit shall be paid by the purchaser to bring the aggregate deposit to five-percent (5%) of the auction sale price. Said deposit is non-refundable and shall be forfeited if the purchaser does not comply strictly with the terms of the sale. The balance is to be paid, within Thirty (30) Days, by certified or bank check or wire transfer at the law offices of Frisoli Associates, P.C., 25 Burlington Mall Road, Suite 307, Burlington, MA 01803.

The successful bidder at the sale of the Premises shall be required to sign a Memorandum Of Sale containing the above terms, and any additional terms, at the auction sale.

In the event that the successful bidder at auction fails to perform pursuant to the terms of the Memorandum Of Sale, the Mortgagee reserves the right, at its sole election, to sell the Premises by foreclosure deed to other duly qualified bidders in descending order beginning with the next highest bidder, provided that the next highest bidder delivers to the Mortgagee the amount of the required deposit and executes a Memorandum of Sale. The Mortgagee also reserves the right to assume the bid of any defaulting or declining bidder. Mortgagee reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale.

The Premises is sold “As Is”, “Where Is” and “With All Faults”. The Mortgagee makes no representations as to the condition of the Premises.

The description of the premises contained in said mortgage shall control in the event of a typographical error in this publication.

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

East Cambridge Savings Bank
By Its Attorney,

/s/ Leonard A. Frisoli

Leonard A. Frisoli

Frisoli Associates, P.C.

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Date: 8/9/24