

19 Brooks Road, Gloucester, Massachusetts

LEGAL NOTICE
MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by MERRIMACK RIVER PROPERTIES, LLC, a Massachusetts limited liability company (the "Mortgagor") to RF BOSTON, LLC, a Massachusetts limited liability company (the "Mortgagee"), dated April 6, 2022 and recorded with the Essex South District Registry of Deeds at Book 40845, Page 352 for breach of conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at **10:00 AM on March 31, 2023** on the mortgaged premises located at 19 Brooks Road, Gloucester, Massachusetts 01930, all and singular the premises described in said mortgage.

TO WIT:

A certain parcel of land situated in said Gloucester, Essex County, Massachusetts, bounded and described as follows:

The land with the buildings thereon, situated on the Northeasterly side of Brooks Road in that part of Gloucester known as West Gloucester, being triangular in shape, and shown as an unnumbered lot containing 10,260 square feet, more or less, on a plan entitled "Subdivision of Land in Gloucester, Massachusetts, Belonging to Clayton E. Brooks" dated May 22, 1950, drawn by George E. Hodsdon, Surveyor, which plan is recorded with the Essex South District Registry of Deeds, Plan Book 79, Plan 84, said parcel being bounded and described as follows:

SOUTHWESTERLY by said Brooks Road, two hundred fifty and 00/100 (250.00) feet;

NORTHEASTERLY by land now or formerly of Matz, three hundred and 00/100
(300.00) feet; and

SOUTHEASTERLY by another unnumbered lot, eighty-two and 10/100 (82.10) feet.

Together with a right of way over Brooks Road to Atlantic Street, subject to the rights of others entitled thereto. Together also, in common with others entitled thereto, to a right of way over marsh land now or formerly of Brooks located on the Easterly side of said Atlantic Street to Jones River.

This conveyance is subject to and with the benefits of certain easements and agreements regarding the location and use of the private water pipe which services with above described premises all of which agreements are recorded with said Registry, Book 7431, Page 179, to which reference should be made for a more particular description of the rights and obligations of all parties thereto.

Being the same parcel conveyed to the mortgagor by deed dated July 27, 2018 and recorded in the Essex South District Registry of Deeds at Book 36893, Page 541.

TERMS OF SALE:

A deposit of Twenty Thousand and 00/100 (\$20,000.00) Dollars shall be paid by purchaser by cashier's, bank treasurer's, or certified check, payable to Siden & Associates, P.C. (cash or personal check will not be accepted) at the time and place of sale. The balance is to be paid by either a federal funds wire transfer, certified or bank check at the offices of Mortgagee's attorney, Siden & Associates, P.C., 20 Park Plaza, Suite 505, Boston, MA 02116, within forty-five (45) days from the date of sale. A Foreclosure Deed will be provided to purchaser for

recording upon receipt of the full purchase price. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

The purchaser shall be required to sign a Memorandum of Sale at the time and place of sale. OTHER TERMS, IF ANY, TO BE ANNOUNCED AT THE SALE.

RF BOSTON, LLC, Present holder of said mortgage.

By its Attorneys, Siden & Associates, P.C.

Ryan C. Siden

Ryan C. Siden, Esq.
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Boston Herald, 3/2/23, 3/9/23, 3/16/23, 3/23/23, 3/30/23