

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Wayne J. Bernier to Rockland Trust Company, dated October 9, 2019 and recorded at Plymouth County Registry of Deeds in Book No. 51793, at Page 123, of which mortgage the undersigned is the present holder for breach of the conditions of said mortgage and for the purpose of foreclosing same will be sold at public auction at 10:00 AM, on March 23, 2023 on the mortgaged premises being known as 4 Clifford Street, Middleboro, MA, being all and singular the premises described in said mortgage to wit:

The following property located in Middleboro, Plymouth County, Massachusetts,
Being at a stake for a corner by the side of said Street said stake being also the Southwesterly corner of land now or formerly of Jacob G. Sparrow (deceased); thence Easterly in line of said Sparrow lot about 9 1/2 rods to a stake for a corner being also the Southeasterly corner of said Sparrow lot; thence Southerly parallel with said Street 60 feet to a stake for a corner; thence Westerly parallel with the first named line about 9 1/2 rods to a stake for a corner by the side of said Street; thence Northerly by said Street 60 feet to the point the beginning.
Subject to and with the benefit of any and all rights, rights of way, easements, appurtenances, reservations, restrictions and layouts, and takings of record, insofar as they are in force and applicable.

Being the same premises as conveyed to the mortgagor by deed of Gertrude A. Bernier, dated October 18, 2004, recorded with Plymouth County Registry of Deeds, Book No. 29318, at Page 232.

The above described premises will be sold **SUBJECT TO** and with the benefit of all restrictions, easements, covenants, conditions, building and zoning laws, to any and all unpaid taxes, tax titles, water and sewer charges, municipal or other public taxes, assessments or liens, rights of tenants and parties in possession, if any.

TERMS OF SALE:

A deposit of \$7,500.00 DOLLARS shall be required to be made to the mortgagee in cash, by certified or by cashier's check at the time and place of the sale as a deposit. The successful bidder will be required to execute an Auction Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid in cash, by certified check, by cashier's check, or other check satisfactory to Mortgagee's attorney within thirty (30) days thereafter at the offices of BARSH AND COHEN, P.C., Attorneys for the Mortgagee, 500 Turnpike Street, Suite 201, Canton, Massachusetts, in exchange for which and at such time and place, the deed shall be delivered to the purchaser for recording.

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.

The description of the premises contained in said mortgage shall control in the event of an error in the Notice of Mortgagee's Sale or its publication.

OTHER TERMS TO BE ANNOUNCED AT THE TIME AND PLACE OF THE SALE.

Dated: February 9, 2023

(signed:) Rockland Trust Company
Present Holder of said Mortgage

By its Attorneys,

Barsh and Cohen, P.C.

Neil Cohen, Esquire
Attorney for the Mortgagee
500 Turnpike Street
Suite 201
Canton, MA 02021
(617) 332-4700