## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by ISG Building Services, Inc. to Crowd Lending Capital, LLC, dated January 14, 2022 and recorded at Norfolk County Registry of Deeds in Book No. 40247, at Page 288, 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 11:00 AM, on March 29, 2023 on the mortgaged premises being known as 31 Wilmarth Road, Randolph, MA, being all and singular the premises described in said mortgage to wit:

The land in Randolph, Norfolk County, Massachusetts, with the buildings thereon, being Lots numbered 268, 269, 270, 271, 272, 273, 274 on a plan of land in Randolph, Mass. Holbrook Farms, George H. Wetherbee, Jr., Civil Engineer, Book of Plan 96, Plan No. 4658. Said Lots being bounded and described as follows:

Northerly by land of owners unknown, two hundred eighty-six (286) feet; Easterly by Lot numbered 275, on said plan, one hundred (100) feet; Southerly by Wilmarth Road, on said plan, one hundred sixty (160) feet; and Westerly by Lot numbered 267, on said plan, and land of owners unknown, two hundred thirteen (213) feet.

Containing twenty-nine thousand nine hundred (29,900) square feet of land, more or less.

Being the same premises as conveyed to the mortgagor by deed of Joanne DiCarlo, Personal Representative of the Estate of Andrew M. Reina, appointed by Decree of the Norfolk County Probate and Family Court, Docket #NO21P1110EA, dated January 13, 2022, recorded with Norfolk County Registry of Deeds, Book No. 40247, at Page 286.

The above described premises will be sold <u>SUBJECT TO</u> 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 24, 2023 (signed:) Crowd Lending Capital, LLC

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