

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Ryan M. Tepper and Kathryn E. Culley, husband and wife, to James T. DeMeo, an individual residing at 41 Pleasant Street, Norton, Massachusetts dated November 3, 2017 and duly recorded with Bristol County (Northern District) Registry of Deeds at Book 24167, Page 229, of which mortgage the undersigned, James T. DeMeo, is the present holder, for breach of conditions contained in said Mortgage and for the purpose of foreclosing, the same will be sold at Public Auction upon the mortgaged premises located at Four Fieldstone Circle, Norton, Massachusetts at 11:00 o'clock A.M. on May 10, 2023, all and singular, the premises described in said mortgage, to wit:

The land with the buildings and improvements thereon located in Norton, Bristol County Massachusetts being shown as Lot 6 on a plan of land entitled "Larson Farm Homeplace A Subdivision in Norton, Mass... Nov. 25, 1987. RIM Engineering Co. Inc. 150 No. Main Street, Mansfield, MA Rev. April 26, 1988 Rev. May 17, 1988, 1988 Rev. June 3, 1988 Rev. Aug. 11 1988." Recorded with the Bristol County Northern District Registry of Deeds in Plan Book 277, Pages 48 to 54 to which plan is hereby made for a more particular description.

There is also included in the sale all equipment and fixtures situated on the above-described premises to the extent the same are part of the realty.

Said premises will be conveyed subject to and/or with the benefit of any and all restrictions, easements, improvements, covenants, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of liens, and existing encumbrances of record created prior to the mortgage, if any there be.

Said premises will also be subject to any leases and tenancies having priority over said mortgage, to tenancies or occupation by persons on the premises now and at the time of said auction which tenancies or occupation are subject to said mortgage, to rights or claims in personal property installed by tenants or former tenants now located on the premises, and also to all laws and ordinances including, but not limited to, all building and zoning laws and ordinances. Said premises will also be subject to any and all Title 5 standard requirements.

TERMS OF SALE:

The highest bidder shall be required to deposit cash or certified check in the amount of Fifteen Thousand (\$15,000) Dollars at the time and place of sale, the balance to be paid in or within thirty (30) days thereafter to be deposited in escrow with counsel for the mortgagee pending delivery of a foreclosure deed which shall be mortgagee's only further responsibility. The successful bidder shall be required to sign a Memorandum of Terms of Sale containing the above terms at the Auction sale. In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right to sell the property by Foreclosure Deed to the next highest bidder that shall successfully deposit with Mortgagee's attorneys, Ruberto, Israel & Weiner, P.C., the amount of the required deposit as set forth herein within three (3) business days after written notice of default of the previous highest bidder, the balance to be paid in or within thirty (30) days to be deposited, and deed to be transferred, as outlined hereinabove.

The deposit paid at the time of the sale shall be forfeited if the purchaser does not comply strictly with the terms of the sale. The purchaser will be responsible for all closing costs, state documentary stamps and recording fees.

See Land Court Case No. for compliance with the Servicemembers Civil Relief Act.

Other terms to be announced at the time and place of sale.

Date: April __, 2023

JAMES T. DEMEO
Present Holder of said Mortgage
By His Counsel,

James C. Fox, Esquire
Ruberto, Israel & Weiner, P.C.
255 State Street
Boston, Massachusetts 02109
(617) 742-4200

Publication Dates: _____, _____ and _____