

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Richard F. Bullard and Renee M. Bullard to Dean Cooperative Bank, dated April 3, 2013 and recorded at Norfolk County Registry of Deeds in Book No. 31213, at Page 512, 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 June 1, 2023 on the mortgaged premises being known as 4 Bullard Circle, Medway, MA, being all and singular the premises described in said mortgage to wit:

The land with the buildings thereon situated off Summer Street in Medway, Norfolk County, Massachusetts being shown as Lot 4 on a plan entitled "A subdivision in Medway, Mass., Property of Freeman S. Bullard, February 4, 1971 Schofield Brothers, Inc.", which plan is recorded with Norfolk County Registry of Deeds as Plan No. 393 of 1971 in Plan Book 228 and being more particularly bounded and described as follows:

SOUTHERLY by Bullard Circle in three lines measuring 122.03 feet, 25.32 feet and 128.67 feet;

SOUTHWESTERLY by Lot 3, as shown on said plan, 146.30 feet;

WESTERLY by said Lot 3, 65.00 feet;

NORTHERLY by land of Roxbury Federation Neighborhood Center, Inc., as shown on said plan, 382.43 feet; and

EASTERLY by Lot 1, as shown on said plan, 140.90 feet.

Containing 44,014 square feet, more or less, according to said plan.

Together with the right to use Bullard Circle as shown on said plan for all purposes for which streets and ways are commonly used in the Town of Medway in common with all others lawfully entitled thereto.

Subject to an agreement with Town of Medway Planning Board dated April 29, 1971 and recorded with said Deeds in Book 4737, Page 569.

For title reference see Deed dated May 3, 2006 and recorded with the Norfolk County Registry of Deeds in Book 2360, Page 415.

Being the same premises as conveyed to the mortgagor by deed of Richard E. Bullard and Jeanne M. Bullard, dated May 3, 2006, recorded at Norfolk County Registry of Deeds in Book 23640, Page 415 .

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, MA 02021, 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: April 19, 2023

(signed:) Dean Cooperative Bank
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