

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Nek Realty Corporation, a corporation organized under the laws of the Commonwealth of Massachusetts, to Mutual Bank, a Massachusetts banking institution, dated January 15, 2019 and duly recorded with Bristol County (Northern District) Registry of Deeds at Book 24898, Page 204, of which mortgage the undersigned, North Easton Saving Bank, is the present holder as successor by merger to Mutual Bank, 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 94 Winthrop Street, Taunton, Massachusetts at 11:00 o'clock A.M. on June 8, 2023, all and singular, the premises described in said mortgage, to wit:

The land, buildings and improvements in Taunton, Bristol County, Massachusetts, bounded and described as follows:

Beginning on the southerly line of Winthrop Street at a point eight (8) feet N 69° 42' E from land now or formerly of Francis; thence S 20° 18' E by land now or formerly of Francis and by a line which is parallel with the original Francis line and eight (8) feet distant therefrom, 96.54 feet to Cohannet Street; thence by the northerly line of Cohannet Street, N 42° 33' E 211 feet, more or less, to the southerly line of Winthrop Street; thence by the southerly line of said Winthrop Street S 69° 42' W 187.30 feet to the point of beginning.

Excepting therefrom that portion conveyed by the Cities Service Oil Company to the City of Taunton by Deed dated December 12, 1927, and recorded in Bristol County Northern District Registry of Deeds Book 783, page 96. For title reference see deed recorded herewith.

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 a certified check in the amount of Twenty Thousand (\$20,000) 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.

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

Date: May 10, 2023

NORTH EASTON SAVINGS BANK
Present Holder of said Mortgage
By Its Counsel,

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

Publication Dates: May 11, May 18, and May 25