

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the power of sale contained in a certain mortgage given by Seaport Investments, LLC to Dominion Financial Services, LLC dated September 30, 2020, and recorded in the Plymouth County Registry of Deeds at Book 53546 Page 188, of which mortgage the undersigned is present holder by assignment as follows: assignment from Dominion Financial Services, LLC to Dominion Financial Services 5 LLC dated November 3, 2020, recorded in Plymouth County Registry of Deeds in Book 53937, Page 323, for breach of the conditions of said mortgage and for the purpose of foreclosing the same, will be sold at public auction at 12:00 noon on the 24th day of October 2023 upon the mortgaged premises located at 239 Oak Street, Halifax, MA 02338, all and singular the premises described in said mortgage, to wit:

A certain parcel of land with the buildings thereon now known as and numbered 239 Oak Street, situated in Halifax, Plymouth County, Massachusetts, being lot 3 on a plan by Robert C. Bailey, dated May 26, 1967, recorded with Plymouth County Registry of Deeds, Book 3435, Page 519, bounded and described as follows:

SOUTHWESTERLY by Oak Street, two hundred eighty nine and fifty-two hundredths (289.52) feet,

NORTHWESTERLY by lot 1 on said plan, two hundred twelve (212) feet.

NORTHERLY by lot 2 on said plan, seventy-six and seventy hundredths (76.76) feet,

EASTERLY by Holmes Street, three hundred forty-three and fifty-seven hundredths (343.57) feet,

SOUTHERLY by a curved line forming the Junction of Holmes Street and Oak Street, forty-two and forty-eight hundredths (42.48) feet.

Containing, according to said plan, one (1) Acre and six thousand three hundred fifty (6,350) square feet of land, more or less.

For Mortgagor's title, see Deed Foreclosure Deed recorded with Plymouth County Registry of Deeds prior hereto and herewith.

If the description of the property in this notice conflicts with the description in the mortgage, the description in the mortgage shall control.

The above-described premises shall be sold subject to all easements, restrictions, municipal or other public taxes, assessments, liens or claims in the nature of liens, outstanding tax titles, condominium fees, building, zoning and other land use laws and all permits and approvals issued pursuant thereto, including, without limitations, orders of conditions, and existing encumbrances of record created prior to said Mortgage, if there be any. Said premises are to be sold subject to the right of redemption of the United States of America, if any there be.

Ten Thousand and 00/100 (\$10,000.00) Dollars of the purchase price must be paid in cash, certified check or treasurer's or cashier's check at the time and place of the sale by the purchaser. The balance of the purchase price shall be paid in cash, certified check or treasurer's check or cashier's check or other check satisfactory to Mortgagee's attorney within thirty (30) days after the date of sale (or the first business day following thereafter if such date falls on a

Saturday, Sunday or a legal holiday) at the offices of Phillips & Angley, P.C., One Washington Mall, Boston, Massachusetts 02108. The successful bidder will be required to execute a Memorandum of Sale immediately after the close of bidding.

The deposit paid at the time of the sale shall be forfeited if the purchaser does not comply strictly with the terms set forth in this Notice of Sale or the terms of the Memorandum of Sale executed at the time of foreclosure.

The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone at any adjourned sale date, to sell the property to the next highest bidder in the event of default by the highest or any other bidder, and to amend the terms of the sale by written or oral announcement made before or during the sale. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's attorney.

The purchaser shall be responsible for all closing costs, state documentary stamps and recording fees.

Other terms, if any, to be announced at the sale.

Dominion Financial Services 5 LLC  
By its attorneys

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