

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 October 30, 2020, and recorded in the Bristol (North) County Registry of Deeds at Book 26421 Page 126, of which mortgage the undersigned is present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing the same, will be sold at public auction at 2:00 p.m. on the 24th day of October, 2023 upon the mortgaged premises located at 68 N. Main Street, Berkley, MA 02779, all and singular the premises described in said mortgage, to wit:

Land in Berkley, Bristol County, Massachusetts, situated on the easterly side of North Main Street being shown as lot 1 on a plan entitled "Plan of Land in Berkley, owned by Ernest R. Flint; Scale 1" = 40', February 7, 1974, Hayward-Boynton & Williams, Inc. Land Surveyors & Civil Engineers, 7 Broadway, Taunton, MA." Said plan is recorded with the Bristol County North District Registry of Deeds, Plan Book 144, Page 31.

Said Lot 1 contains 2.01 acres, according to said plan.

Also, Parcel "B" as shown on a plan entitle "Plan of land in Berkley, Mass., prepared for: Francis H. and Elaine M. Boudreault", dated 20 September 1990 and recorded in the Bristol County Northern District Registry of Deeds in Plan Book No. 298, Page 22.

Said Parcel B contains 0.2675 acres, according to said plan.

Together with a perpetual right and easement around an existing drinking water well shown on Assessor's Map 2, Lot 49, the strip of well easement being more particularly described on a plan dated entitled "An Easement plan in Berkley MA for North Main Realty Trust 1", August 20, 2003, Scale 1" = 30', Senna Fitzgerald Gilbert Associates, Civil Engineers and Land Surveyors, 28 Main Street, Lakeville, MA. Said Plan is recorded with the Bristol County North Registry of Deeds, Plan Book 419, Page 15.

For Mortgagor's title, see Deed recorded with the Bristol County Northern District 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 LLC
By its attorneys

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