

## **MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE**

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Dover Mill, LLC to Matthew Herman, his successors and assigns, dated April 1, 2021 and recorded with the Norfolk County Registry of Deeds, Book 39225, page 366, of which mortgage the undersigned is the 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 10:00 AM on May 15, 2024 at Parcel 33-089, Elm Street, Medfield, MA (which is located next to 46 Elm Street, Medfield, MA) the premises described in said Mortgage, to wit:

A parcel of land on Elm Street in Medfield, Norfolk County, Massachusetts and shown as PARCEL A-1 (excepting Parcels B and A-2) shown on a "Plan of Land in Medfield, Mass., dated October 4, 1945, Scale 1 inch-100ft., drawn by Evertt N. Brooks, Civil Engineer, Newtonville, Mass.," recorded with the Norfolk County Registry of Deeds as Plan No. 610 of 1945 in Plan Book 136.

EXCEPTING THEREFROM Parcel 33-090 on Medfield Assessor's Map which contains approximately .440 acres.

Subject to a Taking for the relocation of Elm Street recorded with the Norfolk County Registry of Deeds in Book 4584, Page 192 and shown on Plan Nos. 277 and 278 of 1969 in Plan Book 225.

Being a portion of the premises conveyed to Mortgagor by Deed recorded with the Norfolk County Registry of Deeds in Book 38236, Page 372.

Premises to be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens, and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens, or encumbrances is made in the deed.

### **TERMS OF SALE:**

A deposit of Ten Thousand and 00/100 Dollars (\$10,000.00) in the form of a certified check, bank treasurer's check or money order will be required to be delivered at or before the time the bid is offered. The successful bidder will be required to execute a Foreclosure Sale agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check at the office of Gordon E. Meyer & Associates, P.C., 8 Winchester Street, Boston MA 02116, or other form of payment satisfactory to Mortgagee's attorney, Gordon E. Meyer Esq. The deed will be delivered contemporaneously therewith and will be provided to the purchaser for recording upon receipt in full of the purchase price. The purchaser will be responsible for all closing costs, Commonwealth of Massachusetts documentary tax stamps and all recording fees. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the

foreclosure 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.

In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described premises according to the terms of this Notice of Mortgagee's Sale of Real Estate and/or the terms of the Memorandum of Sale to be executed at the time of foreclosure, the Mortgagee reserves the right to sell the premises by foreclosure deed to the second highest bidder provided that the second highest bidder shall deposit with the Mortgagee's attorneys, Gordon E. Meyer & Associates, 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 high bidder, and title shall be conveyed to said second highest bidder within seven (7) days of said written notice upon payment of the balance of the second highest bid amount.

The description of the premises contained in said mortgage shall control in the event of an error in this publication. TIME WILL BE OF THE ESSENCE.

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

Matthew Herman

Present Holder of said Mortgage,  
By His Attorney

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Gordon E. Meyer, Esq.  
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