

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage (the "Mortgage") given by **14 16 SHEEPS POND LLC**, a Massachusetts limited liability company, to **CLINTON SAVINGS BANK**, a Massachusetts Savings Bank, dated April 7, 2022, recorded with the Nantucket County Registry of Deeds in Book 1889, Page 125, (the "**Mortgage**") of which Mortgage the undersigned is the present holder, for breach of the conditions of the Mortgage and for the purpose of foreclosing the same, there will be sold at Public Auction at 12:00 p.m. on the 16th day of December, 2024, at the mortgaged premises located at 14 and 16 Sheep Pond Road, Nantucket, Nantucket County, Massachusetts, (the "**Property or the Mortgage Property**") all and singular the premises described in the Mortgage,

To wit:

PARCEL I: 16 Sheep Pond Road

Those certain parcels of land together with all improvements thereon in the Town and County of Nantucket, Commonwealth of Massachusetts, bounded and described as follows:

SOUTHERLY by the line of Sheep Pond Road, four hundred twenty and 00/100 (420.00) feet;

NORTHWESTERLY by Lot 4, as shown on plan hereinafter mentioned, three hundred eighty-one and 55/100 (381.55) feet;

NORTHEASTERLY by land of Nantucket Conservation Foundation, Inc. five hundred seventy-eight and 50/100 (578.00) feet.

Said land is shown as Lot 5 upon a plan dated December 28, 1979, recorded in Nantucket Registry of Deeds in Plan Book 21, Page 21.

For title, see Deed recorded in Book 1777 and Page 262 with the Nantucket Registry of Deeds.

Grantor's hereby release any and all homestead rights in the premises and certifies that there is no one else entitled to homestead protection under the Act.

And

NORTHEASTERLY by land of Nantucket Conservation Foundation, Inc. one hundred thirty-seven and 83/100 (137.83) feet;

EASTERLY by Lot 5, on plan recorded with Nantucket Deeds in Plan Book 21, Page 21, measuring on the upland about three hundred seventy-three (373+/-) feet;

SOUTHWESTERLY by the Atlantic Ocean; and

NORTHEASTERLY: by Lot 4A on plan hereinafter mentioned, measuring on the upland about four hundred thirty-four (434 +/-) feet. [a.k.a Westerly: by Lot 4A on plan herein mentioned, measuring the upland about four hundred thirty-four (434+/-) feet.] (sic)

Said land is shown as Lot 4B on a plan by Blackwell and Associates, Inc., dated November 29, 2010, recorded with Nantucket Deeds as Plan No. 2011-7.

For title, see Deed recorded at Book 1777 and Page 262 with the Nantucket Registry Deeds.

Parcel II: 14 Sheep Pond Road

Those certain parcels of land together with all improvements thereon in the Town and County of Nantucket, Commonwealth of Massachusetts, bounded and described as follows:

NORTHEASTERLY by land of Nantucket Conservation Foundation, Inc. three hundred thirteen and 67/100 (313.67) feet;

EASTERLY by Lot 4B, on plan recorded with Nantucket Deeds in Plan Book 21, Page 21, measuring on the upland about three hundred twenty-nine (329+/-) feet;

SOUTHWESTERLY by the Atlantic Ocean; and

WESTERLY by land now or formerly of Madaket Sunsets Realty Trust, measuring on the upland about four hundred eighty-seven (487 +/-) feet.

Said land is shown at Lot 3 upon a plan dated December 28, 1979, recorded in Nantucket Registry of Deeds in Plan Book 21, Page 21 and Lot 4A on a plan by Blackwell and Associated, Inc. dated November 29, 2010, recorded with Nantucket Deeds as Plan No. 2011-7.

For title, see Deed at Book 1777 Page 262 with the Nantucket Registry of Deeds.

Said property is subject to and has the benefit of the following:

Real estate taxes for Fiscal Year 2022 and future periods.

Easement Agreement dated June 25, 2004 recorded at Book 924, Page 274 at Nantucket Deeds.

Easement Agreement dated August 4, 2004 recorded at Book 924, Page 304 at Nantucket Deeds.

Street Betterment Assessment dated October 2, 2013 recorded at Book 1413 Page 25 at Nantucket Deeds.

For title, see deed recorded immediately prior hereto.

The mortgaged premises will be sold subject to and with the benefit of all restrictions, easements, covenants, orders of condition, improvements, outstanding tax titles, municipal or other public taxes, assessments, betterments, water bills, environmental liens or restrictions, liens or claims in the nature of liens, now existing or hereafter arising, the rights of tenants and parties in possession and existing encumbrances of record, created prior to the Mortgage or to which the Mortgage has or shall have been subordinated of record.

Terms of Sale:

A deposit of \$50,000.00 (the "Deposit") will be required to be paid by certified or bank check by the purchaser at the time and place of sale. The balance of the purchase price shall be required to be paid by certified or bank check within forty-five (45) days of the sale date at the offices of Pierce Atwood LLP, 100 Summer Street, Boston, Massachusetts 02110.

In the event of any typographical errors in the publication of the legal description of the Mortgaged Property in this Notice of Sale, the legal description contained in the Mortgage shall control.

THE SALE OF THE MORTGAGED PROPERTY WILL BE OFFERED AND SOLD "AS-IS", "WHERE-IS", AND "WITH ALL FAULTS", LATENT OR PATENT, AND SUBJECT TO ALL PRIOR ENCUMBRANCES, AND WITHOUT ANY WARRANTIES OR REPRESENTATIONS WHETHER EXPRESS, IMPLIED, OR IMPOSED BY LAW. The transfer of the Mortgaged Property will be made and accepted by the highest bidder without any other expressed or implied representations or warranties whatsoever, including, but not limited to, representations regarding acreage, description of the Mortgaged Property, uses, rent rolls, leases, outstanding taxes, liens and encumbrances, title and/or title matters, availability of any utilities, building permits, occupancy, state and city requirements regarding smoke detection equipment, lead paint regulations, any matter relating to any structure on the Mortgaged Property, or any other matter. The highest bidder shall be deemed to have expressly acknowledged by participation in the sale that any warranty or representation, other than those contained herein, are without authority and that the highest bidder has duly inspected the Mortgaged Property, the title thereto, the occupancy thereof, and all other matters in connection with the sale by itself and by its own experts, including counsel, as the highest bidder has elected to consult.

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

From and after the conclusion of the sale, all risk of loss or damage to the Mortgaged Property shall pass to, and be borne by, the highest bidder.

The Mortgagee reserves the right to credit bid at the sale, to advance its bid at the Sale, and to pause and/or postpone the Sale by auctioneer's public proclamation. The Mortgagee further reserves the right to change terms of the Sale at the Sale or to add additional terms and to qualify some or all bidders.

The undersigned holder of the Mortgage reserves the right to reject any and all bids for the Mortgaged Property and to continue the foreclosure sale from time to time to such subsequent date or dates as such holder may deem necessary or appropriate. The description of the premises contained in said Mortgage shall control in the event of an error in this publication.

CLINTON SAVINGS BANK

Present holder of said mortgage
By its Attorney
Bruce Miller, Esquire
Pierce Atwood LLP
100 Summer Street
Boston, MA 02110
617-488-8116

Dated: November 7, 2024