

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in that certain Mortgage given by Matthew T. Griffin, Trustee of Hillcroft Realty Trust u/d/t dated August 14, 1987 (the "Mortgagor"), to Rockland Trust Company (the "Mortgagee"), dated May 22, 2020, (the "Mortgage") and recorded in the Suffolk County Registry of Deeds (the "Registry") in Book 63056, Page 317, and a Collateral Assignment of Leases and Rents, recorded with the Registry in Book 63056, Page 334, 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 11:00 AM on the 11<sup>th</sup> day of February, 2025 at 723 Centre Street, Jamaica Plain (Boston), Massachusetts, being more particularly in said mortgage, to wit:

The land with the buildings thereon situated in that part of Boston formerly West Roxbury and known as Jamaica Plain being Lot No. 4 on a plan of land by J. Edwin Jones, dated August 27, 1887, together with a strip of land as shown on a plan in Jamaica Plain by Bates & Chellman, Engineers, dated September 21, 1925 conveyed by a party all agreement between Herman Dana and Lester Harold Dana of the first part and the said Peter J. Imberger of the second part dated September 30, 1925, recorded with Suffolk County, Deeds Book 4736, Page 366, the entire parcel being bounded and described as follows:

EASTERLY by Centre Street, thirty-one and 68/100 (31.68) feet;

SOUTHWESTERLY by land of said Herman Dana and Lester Harold Dana by a line running part through the middle of a twelve inch brick wall, one hundred five and 23/100 (105.23) feet;

NORTHWESTERLY by land of the said Herman Dana and Lester Harold Dana and by a pass'way eight feet wide, twenty-six and 08/100 feet;

NORTHEASTERLY by Lot No. 3 on said plan by J. Edwin Jones, eighty-eight and 92/100 (88.92) feet.

The entire parcel containing two thousand five hundred eighty-two and 5/10 (2582.5) square feet of land.

Also the fee of one-half of said pass'way adjoining the said premises which said pass'way is to remain open forever. Free except of said party wall agreement between Herman Dana and Lester Harold Dana of the first part and said Peter J. Imberger of the second part dated September 30, 1925 recorded with Suffolk County Deeds, Book 4736, Page 366.

For Mortgagor's title see deed dated August 14, 1987 and recorded with the Registry in Book 13980, Page 192.

In the event of any typographical errors in the publication of this notice, the description in the Mortgage shall control.

Said premises shall also be sold subject to and/or with the benefit of any and all other restrictions, easements, improvements, covenants, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of liens, attachments and existing encumbrances of record created prior to the Mortgage, if any there be, insofar as in force and applicable.

Said premises will also be sold subject to all leases and tenancies having priority over said Mortgage, to tenancies or rights of parties in possession now or at the time of said auction which are subject to said Mortgage, to rights or claims in personal property installed by tenants or former tenants now located on the premises, and to laws and ordinances including, but not limited to, all building and zoning laws and ordinances.

Terms of sale:

The highest bidder in the sale shall deposit a bank treasurer's check, or certified check in the amount of Fifty Thousand Dollars (\$50,000.00) at the time and place of the sale as a non-refundable earnest money deposit towards the purchase price to be held at the option of the Mortgagee as liquidated damages for any default by the successful bidder.

The balance of the purchase price shall be paid upon delivery of the deed within thirty (30) days of the date of the public auction. Each successful bidder shall be required to sign a Memorandum of Sale at the public auction containing the terms herein and any additional terms set forth in the Memorandum of Sale or announced at the public auction.

In the event that any successful bidder at the public auction fails to perform in the time specified to purchase the applicable premises, the Mortgagee reserves the right, at its sole election, to sell such premises by foreclosure deed to the other qualified bidders, in descending order beginning with the next highest bidder, provided that in each case the next highest bidder delivers to Mortgagee the amount of the required deposit within three (3) business days after written notice of the default of the previous highest bidder and promptly executes a Memorandum of Sale providing for performance within thirty (30) days of execution. Mortgagee also reserves the right, at its sole election, to assume the bid of any defaulting or declining bidder. The Mortgagee reserves the right to postpone this sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date.

Other terms to be announced at sale.

For inquiries concerning the auction, please contact Samantha Saperstein at [ssaperstein@pesco.com](mailto:ssaperstein@pesco.com).

Rockland Trust Company  
present holder of the Mortgage,

By its attorney,  
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