

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 32 SHORES LLC, a Massachusetts limited liability company to NEWPORT HOLDINGS LLC, a Massachusetts limited liability company with an address of 74 Webster Road, Weston, MA 02493, dated June 3, 2024 and recorded in Bristol County North Registry of Deeds in Book 28880, Page 147, for breach of the conditions of said Mortgage, and for the purpose of foreclosing, the mortgaged Premises will be sold at Public Auction at 10:00 AM on February 11, 2025 at 32 Shores Street, Taunton, MA, all and singular the premises described in said Mortgage, to wit:

The land in Taunton, Bristol County, Massachusetts, together with the buildings and improvements thereon, located on the southeasterly side of Shores Street, bounded and described as follows:

Beginning in the southeasterly line of Shores Street at a corner of land of Donald F. and Joan S. Ducharme, thence by said Ducharme land, S. 50 degrees E. 221.10 feet to a corner of land of Clarice L. Prunier, thence by said Prunier land, N. 41 degrees E. 50.16 feet to a corner; thence by land of Charles S. and Mary T. Veloze, N. 41 degrees 48' W 177.87 feet to said Shores Street; thence by said Shores Street, S. 61 degrees 20' W. 78.5 feet to the point of beginning.

City of Taunton Tax Parcel I.D. No: 65-705

Property Address: 32 SHORES STREET, TAUNTON, MA

The above described premises will be sold subject to and with the benefits of all rights, rights of way, easements, restrictions, reservations, covenants, and encumbrances of record, insofar as the same are now in force and applicable. The premises are to be sold subject to and with the benefit of all easements, restrictions, building and zoning laws, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession.

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.

TERMS OF SALE:

A deposit of TEN THOUSAND DOLLARS AND 00 CENTS (\$10,000.00) in the form of a certified check or bank treasurer's check 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 or other check satisfactory to Mortgagee's attorney.

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.

The Buyer at such sale shall pay all costs of recording including, without limitation, all state transfer stamp charges. The Buyer shall be required to sign a Memorandum of Sale at the auction sale. No deposit shall be required to be paid by the undersigned holder as a condition to bidding or to qualify as a buyer if the high bid.

If the successful bidder fails to comply with any term of the memorandum of Sale, by failing to complete the purchase, or otherwise, the undersigned retains the option, at the undersigned sole discretion, to complete the sale by selling the premises, subject to the terms and conditions of the sale stated herein, to the next highest qualified bidder, which may include the undersigned.

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 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. 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.

NEWPORT HOLDINGS LLC
Mortgagee,
By Its Attorneys,

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