

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage, Security Agreement and Assignment dated April 26, 2023, given by 26B Evergreen Way LLC to The Savings Bank, filed with Nantucket County Registry District of the Land Court as Document No. 176931 and noted on Certificate of Title No. 28783, 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 **1:00 PM on February 24, 2025, at 26B Evergreen Way, Nantucket, Nantucket County, Massachusetts**, all and singular the premises described in said mortgage,

To wit:

That certain parcel of land with all structures in the present condition thereon, now known and numbered as 26B Evergreen Way, in the Town and County of Nantucket, Commonwealth of Massachusetts, being shown as Lot 907 on that certain Subdivision Plan of Land in Nantucket, Mass., drawn by Hayes Engineering, Inc., Civil Engineers & Land Surveyors, 60 Salem Street, Wakefield, MA 01880, dated February 1, 2017, being a subdivision of Lots 431, 432, 433 & 434 on Land Court Plan No. 16514-16, which plan is filed with the Nantucket Registry District of the Land Court as Plan No. 16514-113.

For title, see Deed filed with the Land Court Department of the Nantucket County Registry of Deeds as Document No. 173743 on Certificate of Title No. 28783.

The premises will 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 other public taxes, assessments, liens or claims in the nature of liens, or existing encumbrances of record and leases, tenancies or occupancies affecting the premises which are in force and are applicable, having priority over said mortgage, whether or not reference to such rights, rights of way, restrictions, easements, covenants, improvements, liens, public assessments, taxes, encumbrances, leases or occupancies is made in the deed.

TERMS OF SALE:

A deposit of Twenty-Five Thousand (\$25,000.00) Dollars by certified or bank check will be required to be paid by the purchaser at the time and place of sale. Purchaser will be required to pay an additional deposit equal to 5% of the bid price by certified or bank check within five (5) business days of the date of sale. The balance of the purchase price is to be paid by certified or bank check at Perry Krumsiek LLP, One Boston Place, Suite 2600, Boston, Massachusetts 02108, within thirty (30) days from the date of the sale. Purchaser will be required to sign a Memorandum of Sale at time and place of sale stipulating these and other terms of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price.

The undersigned holder of the mortgage reserves the right to reject any and all bids for the premises and to postpone the foreclosure sale from time to time to such subsequent date or dates as such holder deems necessary or appropriate. The description of the premises contained in said

mortgage shall control in the event of an error in this publication. Other terms, if any, to be announced at the sale.

THE SAVINGS BANK

Present holder of said mortgage

By its attorneys

Perry Krumsiek LLP

One Boston Place, Suite 2600

Boston, MA 02108

(617) 720-4300