

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the POWER OF SALE contained in a certain mortgage given by DEMOS KOUVARIS, TRUSTEE OF 230 WEST WIND CIRCLE REALTY TRUST to NORTHERN BANK & TRUST COMPANY (the "Mortgagee"), dated January 10, 2023 recorded at the Barnstable Registry of Deeds in Book 35589, Page 45 (the "Mortgage"), of which Mortgage the Mortgagee is the present holder, for breach of the conditions of said Mortgage and for the purpose of foreclosing the same, all and singular, will be sold at **Public Auction at 11 A.M. ET on the Tenth (10th) day of April, 2025, at the mortgaged premises known as 230 West Wind Circle, Osterville, Barnstable County, Massachusetts**, (the "Auction") the premises described in said Mortgage (the "Mortgaged Premises"), to wit:

A certain parcel of land situated in Barnstable (Osterville) Barnstable County, Massachusetts, together with any buildings thereon, bounded and described as follows:

- NORTHWESTERLY: By West Wind Circle as shown on hereinafter mentioned plan, one Hundred (100) feet;
- NORTHEASTERLY: by Lot 52, as shown on said plan, one hundred fifty (150) feet;
- SOUTHEASTERLY: by Osterville Woods Limited Land as shown on said plan, one hundred (100) feet, and
- SOUTHWESTERLY: by Lot 54 as shown on said plan, one hundred fifty (150) feet.

Containing an area of 15,0000 square feet, and being shown as Lot 53 on plan of land entitled "Subdivision Plan of Land in Osterville (Barnstable), MA, being a Re-Subdivision of Lots 12 thru 22 as shown on plan for Dennis Star Constr. Corp., dated Aug. 27, 1973 by S.R. Sweetser Engineer, 97 Sea Street, Dennisport, MA", which said plan is duly filed in the Barnstable County Registry of Deeds in Plan Book 290, Page 55.

Together with a right of way over the streets and ways as shown on said plan for all purposes for which ways are commonly used in the Town of Barnstable. Subject to a right of way over so much of said lot as by implication of law lies within the limits of any way; the right to install and maintain all public utilities in, over, under and upon any private way; and the right to grant easements to public service corporations for the installation and maintenance of such utilities in, over, under and upon any private way.

Subject to an easement given by Cora A. Lewis to the Cape & Vineyard Electric Company, et al., dated February 1, 1916, duly recorded with said Deeds in Book 362, Page 525, and to easements of record, if any there be, insofar as the same may be in full force and applicable.

The above-described premises are conveyed subject to and together with the benefit of the following restrictions:

1. No cattle, horses, fowl or other animals, except the common household pets, shall be kept upon the granted premises.
2. No trailers, trucks, lettered vehicles or scrap materials shall be placed upon or kept in any lot; but this restriction shall not be construed so as to prohibit the placing or keeping of such things indoors in a garage or cellar where they cannot be seen from the outside.
3. No mercantile, mechanical or manufacturing trade or business shall be carried on upon the above- described premises, and no hospital or rest home for the care of the sick, feeble-minded or insane shall be established or maintained thereon, but this restriction shall not prevent the carrying on or practice of a lawyer's or doctor's profession upon the premises.
4. No screens, fence hedges, wall or foliage screens of other means of obstructing the view shall exceed four (4) feet in height above the ground at any distance greater than fifteen (15) feet from any dwelling.
5. As set forth in the deed dated August 26, 1986, recorded with Barnstable County Registry of Deeds in Book 6576, Page 176, Theo Construction Company, Inc., reserves the right to modify or amend the above restrictions in any manner it may determine shall be of benefit to the remaining lots as shown on said plan.

Subject to the restrictions and power of appointment contained in deed dated June 13, 2003, recorded with the Barnstable County Registry of Deeds in Book 17133, Page 133 and Confirmatory Quitclaim Deed dated February 12, 2007 and recorded with the Barnstable County Registry of Deeds in Book 21773, Page 97.

For title, see Quitclaim Deed dated July 31, 2013, recorded with the Barnstable County Registry of Deeds on August 30, 2013 in Book 27657, Page 128.

The above-described real property is commonly known and numbered as: 230 West Wind Circle, Osterville, Massachusetts 02655.

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

Said Mortgaged Premises will be sold subject to any and all valid superior or prior liens on said Mortgaged Premises, if any there be, including liens, encumbrances, attachments, levies, unpaid taxes, tax titles, mortgages, security interests, occupancies, leases, tenancies, municipal charges, federal, state, district and municipal taxes, liens and assessments, rights of way restrictions, easements and covenants, to the extent in force and applicable to the Mortgaged Premises.

TERMS OF SALE: A deposit of Fifteen Thousand Dollars (\$15,000) is to be paid by the Auction's successful bidder at the time and place of Auction as a non-refundable earnest money deposit to be held at the option of Mortgagee as liquidated damages for any default or breach by the successful bidder. The deposit shall be paid by the successful bidder to Sheehan Phinney Bass & Green PA ("Escrow Agent"), by certified or bank cashier's check, and held subject to the terms of a Memorandum of Sale to be executed at the Auction unless otherwise announced at the Auction. The balance of the purchase price is to be paid within thirty (30) days from the date of Auction. **TIME WILL BE OF THE ESSENCE.**

In the event that the successful bidder at the Auction shall default in purchasing the Mortgaged Premises according to the terms of this Notice of Mortgagee's Sale of Real Estate and/or the terms of the Memorandum of Sale executed at the Auction, the Mortgagee reserves all of its rights against such successful bidder and in addition, Mortgagee may, at its election, assume the bid of the successful bidder or sell the Mortgaged Premises to the second highest bidder or subsequent high bidders in order of their bids at the Auction, provided that Mortgagee in its discretion may require, (i) said subsequent highest bidders to deposit with the Escrow Agent the amount of the required deposit as set forth herein within three (3) business days after written notice to the subsequent highest bidder of the default of the previous highest bidder, (ii) the subsequent highest bidder to execute a Memorandum of Sale, and (iii) the closing to occur within thirty (30) days of said written notice, time being of the essence unless the Mortgagee agrees otherwise. The Mortgagee may, at its option, assume any subsequent highest bid should that bidder fail to fulfill its obligations under the Memorandum of Sale. No such assumption of the highest or any subsequent highest bid or sale of the Mortgaged Premises by the Mortgagee to a subsequent highest bidder shall relieve the highest and or subsequent highest bidder, as applicable, from its obligations under such Memorandum of Sale nor operate as a waiver by the Mortgagee of its rights and remedies against the highest or subsequent highest bidder at the Auction.

The Mortgagee reserves the right to bid at the Auction. The Mortgagee reserves the right to postpone this Auction to a later time or date by public proclamation at the time and date appointed for the Auction and to further postpone any adjourned auction date by public proclamation at the time and date appointed for the adjourned auction.

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

Prospective bidders should contact the auctioneer, Paul E. Saperstein Co., 144 Centre Street, Holbrook, MA 02343-1011, (617) 227-6553 or www.pesco.com for further information.

NORTHERN BANK & TRUST COMPANY
Mortgagee
By its Attorney
James S. LaMontagne, Esq.
Sheehan Phinney Bass & Green
75 Portsmouth Blvd., Suite 110
Portsmouth NH, 03801