

## 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 given by 84 Cliff LLC, a Massachusetts limited liability company, to Stonington Cliff LLC, a Massachusetts limited liability company, said mortgage being dated July 23, 2024, and filed in the Nantucket Registry District of the Land Court as Document No. 180059 and noted on Certificate of Title No. 28868, 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 12:00 P.M. Noon on the 16th day of June 2025 at 84 Cliff Road in Nantucket, Nantucket County, Massachusetts, all and singular the premises described in said mortgage,

To wit:

That certain parcel of land, together with the buildings thereon, located in Nantucket, Nantucket County, Massachusetts, being a portion of the land now known and numbered 84 Cliff Road, described as set forth below:

Said land is shown as Lot 135 on Land Court Plan No. 13199-32 at the Nantucket Registry District.

For title see Deed Registered in the Nantucket County Registry District for the Land Court in Certificate of Title 28868, Document No. 174512.

There is also included in the sale all equipment and fixtures situated on the above described premises to the extent the same are part of the realty.

Premises to 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 liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed. No representations, express or implied, are made with respect to any matter concerning the mortgaged Premises which shall be sold "as is", "where-is", and "with all faults".

Terms of sale: A deposit of one hundred thousand dollars (\$100,000.00) by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at the office of Rubin and Rudman LLP, 53 State Street, 15<sup>th</sup> Floor, Boston, MA 02109 within thirty (30) days from the date of sale to be deposited in escrow with counsel for the mortgagee pending delivery of a foreclosure deed which shall be mortgagee's only further responsibility. The successful bidder shall be required to sign a Memorandum of Sale containing the above terms at the Auction sale. In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property or properties according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right to sell the property or properties by foreclosure deed to the next highest bidder on such property or properties that shall successfully deposit with mortgagee's attorneys, Rubin and Rudman, LLP, the amount of the required deposit as set forth herein within three (3) business days after written notice of default of the previous highest bidder, the balance to be paid in or within thirty (30) days to be deposited, and deed to be transferred, as outlined hereinabove.

The deposit paid at the time of the sale shall be forfeited if the purchaser does not comply strictly with the terms of the sale. The purchaser will be responsible for all closing costs, state documentary stamps and recording fees.

Deed will be provided to purchaser for recording upon receipt in full of the purchase price. In the event of an error in this publication, the description of the premises contained in said mortgage shall control.

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

Date: May 8, 2025

**Stonington Cliff LLC**  
Present holder of said Mortgage  
By its Counsel,

*/s/Rion M. Vaughan, Esq.*

Rion M. Vaughan, Esq.  
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