

## **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 June 16, 2022, given by 10 Converse Place LLC to The Savings Bank, recorded with the Middlesex County (Southern District) Registry of Deeds in Book 80293, Page 541, 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 July 15, 2025, at 10 Converse Place, Winchester, Middlesex County, Massachusetts**, all and singular the premises described in said mortgage,

To wit:

The land with the buildings and improvements situated thereon, bounded and described as follows:

### **Parcel I**

A certain parcel of land in Winchester, Massachusetts, shown as Lot 2 on a plan, entitled "Plan of Lots, Winchester, Mass., Surveyed for G. E. I. Trust, Scale 1 in. = 40 ft.", dated January 21, 1972, by Frederick A. Ewell, registered land surveyor, which Plan is recorded with the Middlesex South District Registry of Deeds in Book 12179, Page 351 as Plan No. 295 of 1972, and which parcel is bounded and described as follows:

WESTERLY:	by Converse Place, 137.02 feet;
NORTHERLY:	by Mt. Vernon Street, 21.07 feet;
EASTERLY:	by Lot 1 on said Plan, 62.39 feet;
NORTHERLY:	again by said Lot 1, 93.83 feet;
EASTERLY:	again by land of the Town of Winchester according to said Plan, 70.58 feet; and
SOUTHERLY:	by Lot 3 on said Plan, 124.02 feet.

Containing according to said Plan, 9,759 square feet.

Said premises are conveyed subject to sewer and other rights set forth in in a deed recorded with said Deeds in Book 2958, Page 256, and subject also to a taking as set forth in a document recorded with said Deeds in Book 3957, Page 98.

### **Parcel II**

A certain parcel of land with the buildings thereon situated in Winchester, Massachusetts shown as Lot 3 on the Plan, bounded and described as follows:

WESTERLY:	by Converse Place and in part by land of the Town of Winchester as shown on said Plan, 106.50 feet;
NORTHERLY:	by Lot 2 as shown on said Plan, 124.02 feet;
EASTERLY:	by land of said Town of Winchester 54.86 feet; and

SOUTHERLY: by land of said Town of Winchester by two courses, 87.03 feet and 54.35 feet.

Containing according to said Plan, 10,948 square feet.

Said premises are conveyed subject to sewer and other rights set forth in a deed recorded with said Deeds in Book 2958, Page 256, and subject also to a taking as set forth in a document recorded with said Deeds in Book 3957, Page 98.

Said premises are conveyed subject also to an easement to the Town of Winchester for a bicycle/pedestrian path as set forth in a grant of easement dated November 3, 1975, recorded with said Registry in Book 12907, Page 183.

### Parcel III

A certain parcel of land in Winchester, Massachusetts shown as Lot 1 on the Plan, bounded and described as follows:

NORTHERLY: by Mt. Vernon Street, 86.50 feet;  
EASTERLY: by land of the Town of Winchester as shown on the said Plan, 54.33 feet;  
SOUTHERLY: by Lot 2 on said Plan, 93.83 feet; and  
WESTERLY: by said Lot 2, 62.39 feet.

Containing according to said Plan, 5,195 square feet.

Subject to easements and restrictions of record so long as they are in force and applicable.

For title see deed recorded with said Deeds in Book 74016, Page 369.

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 One Hundred Thousand (\$100,000.00) 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

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