MORTGAGEES NOTICE OF SALE OF REAL ESTATE 340 Old Oaken Bucket Road, Norwell, Massachusetts

By virtue, and in execution of the Power of Sale contained in a certain Mortgage given by **Benjamin A. Smith** to Hingham Institution for Savings dated March 31, 2017 and recorded with Plymouth County Registry of Deeds in Book 48263, Page 195, (the "Mortgage") of which Mortgage the undersigned is the present holder, for breach of the conditions of said Mortgage and for the purpose of foreclosing same will be sold at **Public Auction**, at 10:00 AM., on the 8th day of July 2025 (the "Sale") at 340 Old Oaken Bucket Road, Norwell, Massachusetts, (the "Premises") being all and singular the Premises described in said Mortgage, to wit:

that certain parcel of land with the buildings thereon, situated on the southerly side of Old Oaken Bucket Road, Norwell and Scituate, Plymouth County, Massachusetts, known as and numbered 340 Old Oaken Bucket Road, previously known and numbered319 Old Oaken Bucket Road, Scituate, Plymouth County, Massachusetts, as shown on a plan entitled "Plan of Bucket Road, Scituate, Plymouth County, Massachusetts, as shown on a plan entitled "Plan of Land in Norwell Surveyed for Stephen M. & Margaret D. Nolan", dated September 27, 1976, prepared by George F. Reekie, Registered Land Surveyor, Norwell, Mass., said plan recorded with the Plymouth County Registry of Deeds as Plan No. 900 of 1976, and bounded and described according to said plan as follows:

NORTHERLY: by Old Oaken Bucket Road, two hundred twenty-five and 73/100

(225.73) feet

EASTERLY: by land now or formerly of Leo F. and Elsie J. Quinlan, two hundred

eighty-four and 26/100 (284.26) feet;

SOUTHERLY: by land now or formerly of Leo F. and Elsie J. Quinlan two hundred forty-

one and 53/100 (241.53) feet; and

WESTERLY: by land now or formerly of William & Agnes G. Nolan by three courses

measuring respectively one hundred sixty-seven and 79/100 (167.79) feet, forty-three and 31/100 (43.31) feet; and one hundred sixty-five and 79/100

(165.79) feet.

Containing according to said plan 1.58 acres of land.

For title see Plymouth County Registry of Deeds Book 47693, Page 148.

In the event of any discrepancy between the description in said Mortgage and the above description, the description in said Mortgage shall control.

TERMS OF SALE:

In the event of any discrepancy between the description in said Mortgage and the above description, the description in said Mortgage shall control.

Said Premises are to be sold and conveyed subject to and with the benefit of all restrictions, easements, improvements, unpaid taxes, tax titles, water or sewer bills, municipal liens and assessments, federal and state tax liens including the right of redemption of the United States of America, condominium fees and obligations, all other claims in the nature of liens and existing encumbrances of record created prior to the Mortgage, covenants, rights, reservations, to all tenancies and/or rights of parties in possession, and to rights or claims in personal property installed by tenants and former tenants, or others now located upon the Premises, and to right or claims of others now located upon the Premises, if any of the aforesaid there be.

Said Premises will also be sold subject to all laws and ordinances, including but not limited to zoning, applicable Massachusetts, or local building and/or sanitary codes, and statutory requirements with respect to smoke detectors, lead paint, and rent control, as the same may be applicable. 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". Successful Bidder shall be responsible for any Transfer Fees.

A deposit of TWENTY THOUSAND DOLLARS AND 00 CENTS (\$ 20,000.00) shall be required to be paid to the Mortgagee/holder in cash, by certified or banks cashier check at the time and place of sale. The balance of the purchase price is to be paid in cash, by certified check or by banks cashier check in or within thirty (30 days) from the date of the sale.

TIME WILL BE OF THE ESSENCE. Other terms, if any, to be announced at the sale.

> Hingham Institution for Savings Present Holder of said Mortgage,

By Its Attorneys,

Gaughen, Gaughen, Lane & Hernando, LLP

Robert A. Lane, Esquire

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