

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Daniel Tutungian to Dean Cooperative Bank, dated May 21, 2020 and recorded at Norfolk County Registry of Deeds on May 27, 2020, in Book No. 37909, at Page 493, of which mortgage the undersigned is the present holder Dean Cooperative Bank, 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 August 19, 2025 on the mortgaged premises being known as 61 North Main Street, Bellingham, MA, being all and singular the premises described in said mortgage to wit:

A certain parcel of land with the buildings thereon situated in Bellingham, Norfolk County, Massachusetts, and being shown as Lot #2 on a plan entitled "Plan of Lots in Bellingham Mass., Property of: Estate of Gerstle Bk. 1291 Pl 345 Scale: 1"=40' Nov. 29, 1960 Bowie Engineering Co. Civil Engineers & Land Surveyors, Millis, Mass.", and recorded with the Norfolk County Registry of Deeds as Plan No. 172 of 1965, Book 4234, Page 100, to which reference may be had for a more particular description. Containing 10,312 square feet.

Being any and all said measurements or contents more or less, however otherwise said premise may be bounded, measured or described.

For title see Deed of Daniel Tutungian and Meredith Sims, dated November 22, 2016, and recorded with the Norfolk County Registry of Deeds in Book 34720, Page 558.

Being the same premises as conveyed to the mortgagor by deed of Daniel Tutungian and Meredith Sims, dated November 22, 2016, recorded on December 1, 2016, at Norfolk County Registry of Deeds in Book No. 34720, at Page 558.

The above described premises will be sold **SUBJECT TO** and with the benefit of all restrictions, easements, covenants, conditions, building and zoning laws, to any and all unpaid taxes, tax titles, water and sewer charges, municipal or other public taxes, assessments or liens, rights of tenants and parties in possession, if any.

TERMS OF SALE:

A deposit of \$7,500.00 DOLLARS shall be required to be made to the mortgagee in cash, by certified or by cashier's check at the time and place of the sale as a deposit. The successful bidder will be required to execute an Auction Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid in cash, by certified check, by cashier's check, or other check satisfactory to Mortgagee's attorney within thirty (30) days thereafter at the offices of BARSH AND COHEN, P.C., Attorneys for the Mortgagee, 500 Turnpike Street Suite 201, Canton, MA 02021, in exchange for which and at such time and place, the deed shall be delivered to the purchaser for recording.

The Mortgagee reserves the right to amend the foregoing terms of sale by written or oral announcement made before the auction sale, during the sale thereof or at the commencement of or during any postponed sale, the right to bid at the sale, to reject any and all bids, and to postpone the sale up until the time the property is declared sold by the auctioneer.

The description of the premises contained in said mortgage shall control in the event of an error in the Notice of Mortgagee's Sale or its publication.

OTHER TERMS TO BE ANNOUNCED AT THE TIME AND PLACE OF THE SALE.

Dated: July 17, 2025

(signed:) Dean Cooperative Bank
Present Holder of said Mortgage
By its Attorneys,
Barsh and Cohen, P.C.

Neil Cohen, Esquire
Attorney for the Mortgagee
500 Turnpike Street Suite 201, Canton, MA 02021
(617) 332-4700