MORTGAGEES NOTICE OF SALE OF REAL ESTATE 232 Hull Street, Hingham, Massachusetts

By virtue, and in execution of the Power of Sale contained in a certain Mortgage given by James McDonald, to Hingham Institution for Savings dated October 6, 2004 recorded with Plymouth County Registry of Deeds in Book 29222, Page 115 (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 6th day of October 2025 (the "Sale") it will be held at the premises located at 232 Hull Street, Hingham, Massachusetts (the "Premises") all and singular the Premises described in said Mortgage, to wit:

That certain parcel of land, together with the buildings thereon, located in Hingham, Plymouth County, Massachusetts, being a portion of the land now known and numbered as 232 Hull Street, described as set forth below:

A certain parcel of land with the buildings thereon situated in Hingham, Plymouth County and Commonwealth of Massachusetts, being shown as Lot D on a plan entitled "Plan of Lots Rockland and Hull Streets, Hingham, Massachusetts, prepared for Antonio Raccuia, dated April 13, 1973 by Perkins Engineering, Inc., bounded and described according to said plan as follows:

SOUTHEASTERLY

by Hull Street in two courses, 49.23 feet and 51.87 feet respectively;

SOUTHWESTERLY

by land of Howard G. Bates et ux, 80.33 feet;

NORTHWESTERLY

by Lot E, 110.60 feet; and

NORTHEASTERLY

by land of Salvatore N. Mardo, 56.24 feet.

This parcel is conveyed subject to the right, if any, which the owner of the land formerly of Caroline McCuin or her heirs and or assigns to use of the well on the within described premises and access to said well.

There is also granted herewith the right to the grantees to use and maintain on Lot E on the above mentioned plan the cesspool or sewerage system as presently located and existing.

For my title, see Deed recorded with Plymouth Deeds in Book 27408, Page 18.

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.

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. 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 by certified or banks cashier check at the time and place of sale. The successful bidder will be required to execute a Memorandum of Sale immediately after the close of bidding. The balance of the purchase price is to be paid by certified bank cashier's check or federal funds wire transfer in or within thirty (30 days) from the date of the sale.

Mortgagee reserves the right to reject any and all bids. Further, mortgagee reserves the right to sell to next-higher bidder(s) should the highest bidder default under the Memorandum of Sale, or otherwise.

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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