

## **NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE**

By virtue and in execution of the Power of Sale contained in a certain Mortgage dated December 12, 2007 given by Carolyn H. Rogers to Martha's Vineyard Savings Bank, now known as Martha's Vineyard Bank dated December 12, 2007 and recorded with the Dukes County Registry of Deeds in Book 1141, Page 532, 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 on March 12, 2026 at 107 N William Street, Tisbury, MA***, all and singular the premises described in said Mortgage, to wit:

The land with the building thereon in Tisbury, Dukes County, Commonwealth of Massachusetts, being more particularly bounded and described as follows:

Beginning at a granite bound in the Easterly side of North William Street distant 106.76 feet Northerly from the bound as the Northeast corner of North William Street and Lake Avenue; thence Easterly making an angle to the left of 102 degrees 35 minutes 120.1 feet to a bound; thence Southerly making an angle to the left of 77 degrees 40 minutes 56.31 feet to a bound; thence Westerly making an angle to the left of 100 degrees 55 minutes 119.77 feet to a drill hole in the curing on North William Street; thence Northerly by the Easterly side of said North William Street 53.38 feet to the bound at the point of beginning.

For title see deed recorded in the Dukes County Registry of Deeds in Book 600, Page 895.

Said Auction sale may include all of the articles, fixtures, and equipment now or hereafter situated on the premises or used or intended to be used therewith, as provided in the Mortgage

The 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, tax deferral agreements, tax takings, water and sewer liens and any other municipal assessments or liens or encumbrances of record existing and/or created prior to the mortgage and/or which are in force and are applicable, having a priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed and/or any certificate of title herein.

Said premises will be sold subject to all leases and tenancies and/or having priority over said Mortgage, to tenancies or occupation by persons on the premises now and at the time of said auction, to the extent that any such tenancies or occupation may be subject to said Mortgage, to rights and claims of personal property installed by tenants or former tenants now located on the premises having priority over said Mortgage and also to all laws and ordinances including, but not limited to, all building and zoning laws and ordinances.

Said auction sale may include all of the articles, fixtures and equipment now or hereafter situated on the premises or used or intended to be used therewith, as provided in the Mortgage.

In the event of a discrepancy between this notice and the Mortgage as to the description of the real estate, the Mortgage will control.

### **TERMS OF SALE**

Said premises will be sold subject to any and all senior liens, unpaid taxes and assessments , tax titles, tax deferral agreements, tax takings , other municipal liens and water and sewer liens and State and County and land bank transfer fees , if any there are, and a deposit of TEN THOUSAND DOLLARS AND 00 CENTS (\$10,000.00) by certified check or bank check will be required to be delivered by the purchaser at the time and place of sale. Memorandum of sale to be executed to include but limited to; an additional 5% deposit of the successful bid price is due within 5 business days of sale. The balance of the purchase price is to be paid by wire transfer, certified check, or bank check at the offices of Frederick C. Grosser & Associates, 3180 Main Street, P.O Box 5, Barnstable, MA 02630 within twenty (20) calendar days from the date of sale. Foreclosure Deed will be provided to purchaser for recording upon receipt in full of the purchase price.

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

The successful bidder(s) of the premises, immediately upon conclusion of the bidding, shall in addition to posting the deposit(s) as aforesaid be required to sign a Memorandum of Sale including the above term(s) of the auction sale. The Memorandum of Sale shall provide and include that the deposit(s) paid at the time of the sale and/or subsequent shall be forfeited if the purchaser(s) does not comply strictly with the terms of the Memorandum of Sale. The purchaser(s) will be responsible for the payment of state and county documentary stamps and any and all fees, including any such land bank fees and all recording fees, associated with the transfer of title.

Other terms, if any, to be announced at sale and/or included in the Memorandum of Sale.

Martha's Vineyard Bank, holder of said mortgage; by its Attorneys: Frederick C. Grosser & Associates, 3180 Main Street, P.O. Box 5, Barnstable, MA 02630. (508)362-1000 [fcg@grosserlaw.com](mailto:fcg@grosserlaw.com)