

MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by Paul E. Driedger and Susan Fobert to Rockland Trust Company dated February 21, 2017 and recorded with Southern Middlesex County Registry District of Land Court as Document Number 1754642, as noted on Certificate of Title Number 253546, and covering the premises located 31 Leslie Road, Winchester, Massachusetts (the "Premises") of which mortgage Rockland Trust Company 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 on **May 12, 2026 at 10:00 AM**, at or upon the mortgaged premises located at 31 Leslie Road, Winchester, Massachusetts, more particularly described below, being all and singular the premises described in said mortgage, to wit:

That certain parcel of land with the improvements thereon situate in Winchester in the County of Middlesex and said Commonwealth, described as follows:

Northeasterly by Leslie Road, ninety-one feet; Southeasterly by lot 50 as shown on plan hereinafter mentioned, one hundred sixty-four and 67/100 feet; Southwesterly by lot 64 on said plan, ninety-eight and 81/100 feet; and Northwesterly by lot 52 on said plan, one hundred sixty-six and 59/100 feet.

Said parcel is shown as lot 63 on said plan, (Plan No. 4470X). All of said boundaries are determined by the Court to be located as shown on a subdivision plan, as approved by the Court, filed in the Land Registration Office, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 517, Page 485, with Certificate 77558.

The above described land is subject to the restrictions set forth in two deeds given by Charles T. Symmes to the Commonwealth of Massachusetts, one dated July 24, 1895, recorded with Middlesex So. Dist. Deeds, Book 2387, Page 553, and the other dated September 1, 1897, recorded with said deeds, Book 2593, Page 152, so far as in force and applicable. The above described land is subject to a Taking by the Town of Winchester for Easement in Leslie Road for sewer purposes, Document 104080. The above described land is subject to and has the benefit of rights of way over the Streets as shown on plan filed in Registration Book 374, Page 341, in common with others lawfully entitled thereto, as set forth in Document 256163. For grantor's title see deed recorded with the Middlesex South Registry of Deeds District of the Land Court in Document No. 1635658 as noted on Certificate of Title No. 253546.

The Mortgagee reserves the right to cancel the sale for any reason or postpone the sale to a later date by public announcement at the time and date appointed for the sale and to further postpone any adjourned sale date by public announcement at the time and date appointed for the adjourned sale date.

The premises will be sold subject to and with the benefit of all rights, restrictions, easements, improvements, outstanding tax titles, municipal or other public taxes, condo liens, assessments, Title 5 requirements, if applicable, tenancies, rights of possession, building and zoning laws,

betterments, liens or claims and all other claims in the nature of liens, if any there be, insofar as the same are still in force and applicable to the premises.

In the event of any typographical error set forth herein in the legal description of the premises, the description as set forth and contained in the mortgage shall control by reference.

If the successful bidder at the foreclosure sale defaults in purchasing the property according to the terms of this notice of sale or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right to sell the property by foreclosure deed to the second highest bidder (or other successive bidders, in order of their bid) provided that such other bidder deposits with Mortgagee's attorneys, Kline & Sanders, LLP, the amount of the required deposit as set forth below within three (3) business days after written notice of default of the previous highest bidder and title shall be conveyed to such other bidder within thirty (30) days of the default.

TERMS OF SALE: Ten Thousand and 00/100 Dollars (\$10,000.00) is to be paid in cash, certified check and/or bank cashier's check by the Purchaser at the time and place of sale. The balance of the purchase price is to be paid by the Purchaser by certified check and/or bank cashier's check within thirty (30) days thereafter at the offices of Kline & Sanders, LLP, 233 Needham Street, Suite 460, Newton, MA 02464.

Other terms to be announced at the sale.

ROCKLAND TRUST COMPANY,
the present holder of said mortgage
by its attorney,
KLINE & SANDERS, LLP
233 Needham Street, Suite 460
Newton, MA 02464
(617) 964-2200