

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Bernard Flaherty to Mass Bay Credit Union dated July 8, 2011 and recorded with the Norfolk County Registry of Deeds in Book 28938, Page 56 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 A.M. on January 10, 2019 at 975 South Main Street, Bellingham, Norfolk County, Massachusetts, all and singular the premises described in said mortgage,

To wit:

The land in Bellingham, together with the buildings thereon, situated on the Southeasterly side of South Main Street, shown as Lot X on a plan entitled, "Plan of Land in Bellingham, Mass., Scale: 1"=40", Nov. 18, 1966, Bowie Engineering Co., Civil Engineers," recorded with Norfolk Deeds, Book 4406, Page 728, bound according to said plan as follows:

NORTHWESTERLY by said South Main Street, 125 feet;

NORTHEASTERLY by Lot Y on said plan, in two courses measuring 100 feet and 186.99 feet, respectively,

SOUTHEASTERLY by land now or formerly of Rose L. Boudreau, 93.00 feet;

SOUTHWESTERLY by land now or formerly of said Rose L. Boudreau, in three courses measuring 34.63 feet, 26.14 feet and 182.40 feet respectively.

Said Lot X contains 30,154 square feet.

Being the same parcel conveyed to the mortgagor by deed from U.S. Bank National Association, as Trustee, on behalf of the holders of the Asset Backed Pass Through Certificates, Series 2005-HE4 to Bernard Flaherty dated November 17, 2008 and recorded with the Norfolk County Registry of Deeds in Book 26439, Page 229.

Property Address: 975 South Main Street, Bellingham, Massachusetts 02019

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

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, water and sewer liens, rights of tenants and parties in possession and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

Terms of sale:

A deposit of ten thousand dollars (\$10,000) by cash, certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank

check at Francis L. Colpoys, Jr., P.C., 1020 Plain Street, Suite 250, Marshfield, MA 02050 within thirty (30) days from the date of sale. The successful bidder(s) shall be required to sign a Memorandum of Sale containing the above-terms and others at the foreclosure sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price.

In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/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 provided that the second highest bidder shall deposit with Mortgagee's attorney, Francis L. Colpoys, Jr., P.C., the amount of the required deposit as set forth herein within three (3) business days after written notice of default of the previous highest bidder and title shall be conveyed to said second highest bidder within twenty (20) days of said written notice. In the event of an error in this publication, the description of the premises contained in said mortgage shall control.

Other terms, if any, to be announced at the time and place of the sale.

Mass Bay Credit Union

Present holder of said mortgage

By its Attorney,

Francis L. Colpoys, Jr., P.C.

1020 Plain St., Suite 250

Marshfield, MA 02050

781-837-1231

December __. __ and __, 2018