

MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by **Mark J. Nicol** to Rockland Trust Company dated October 6, 2010 and recorded with Plymouth County Registry of the Land Court as Document Number 669573 noted on Certificate of Title 99235, as affected by Affidavit dated September 15, 2020 filed with said Land Court as Document No. 803996 noted on Certificate of Title 99235, and covering the premises located at **191 Hovenden Avenue, Brockton, 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 **August 9, 2024 at 10:00 AM**, at or upon the mortgaged Premises, more particularly described below, being all and singular the premises described in said mortgage, to wit:

A certain parcel of land with buildings thereon situated in Brockton, Plymouth County Massachusetts, described as follows: Being a parcel of land as determined by the Court to be located as shown on plan #30720A, drawn by Hayward, Hayward & Boynton, Surveyors, dated March 16, 1961 and December 23, 1965, as modified and approved by the Court, with Certificate of Title No. 38899. Subject to and with the benefit of all rights, rights of way, easements, appurtenances, reservations, restrictions, layouts, and taking of record, insofar as they are in force and applicable. Meaning and intending to convey all of the premises and subject to all matters set forth in a deed filed and registered with the Plymouth County Registry District of the Land Court as Document No. 482537, Certificate of Title No. 99235, which is the source of the Mortgagor's Title.

The Mortgagee reserves the right to 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, 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: Five Thousand and 00/100 Dollars (\$5,000.00) 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