

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 Robert K. MacNeill and Geraldine F. MacNeill (the “Mortgagor”) to City of Quincy through its Office of Housing Rehabilitation (the “Mortgagee”) dated December 3, 1993 and recorded December 23, 1993 with the Norfolk County Registry of Deeds in Book 10300, Page 438, as affected by Assignment of Mortgage by City of Quincy, Massachusetts through its Office of Housing Rehabilitation in favor of Quincy Neighborhood Housing Services, Inc. dated June 8, 1999 and recorded November 29, 2018 with the Norfolk County Registry of Deeds in Book 36462, Page 326, 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 10 o’clock A.M. on the 26th day of September, 2024 (the “Auction Sale”) at 192 Albatross Road, Quincy, Norfolk County, Massachusetts, the premises described in said mortgage (the “Premises”),

To wit:

A certain parcel of land, with the buildings thereon, situated in Quincy, Norfolk County, Massachusetts, being shown as the lots numbered 51 and 52 on a plan entitled “Plan of House Lots at Adams Shore, Quincy, Massachusetts owned by Wilton A. Dunham”, by Ernest W. Branch, Civil Engineer, recorded with the Norfolk County Registry of Deeds as Plan No. 2634 in Plan Book 55, and bounded and described as follows:

- WESTERLY: by Albatross Road, fifty-five (55) feet;
- NORTHERLY: by the lot numbered 7 on said plan, eighty-five (85) feet;
- EASTERLY: by the lots numbered 84, 83 and 82, as shown on said plan, fifty-five (55) feet; and
- SOUTHERLY: by the lot numbered 6 on said plan, eighty-five (85) feet.

Containing forty six hundred seventy five (4,675) square feet of land according to said plan.

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

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, 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.

The Premises will be sold and conveyed together with all the improvements now or hereafter erected on the Premises and all easement rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the Premises. All replacements and additions shall also be covered by this sale.

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 Premises to the second highest bidder, provided that the second highest bidder shall deposit with Mortgagee's attorney, Giangrasso Law LLC, 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.

Terms of sale: An initial deposit of Ten Thousand and 00/100 Dollars (\$10,000.00) by certified or bank check will be required to be paid by the purchaser at the time and place of the sale. The balance is to be paid by certified or bank check at the office of Giangrasso Law LLC, 62 Walnut Street, Suite 6, Wellesley, MA 02481 within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. To qualify to bid, potential bidders must demonstrate that they have the required deposit in hand. The successful bidder shall be required to sign a Memorandum of Sale containing the foregoing terms at the Auction Sale. No deposit shall be required to be paid by the undersigned holder as a high bidder.

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

NEIGHBORHOOD HOUSING SERVICES OF THE
SOUTH SHORE, INC.
Present Holder of Said Mortgage
By its attorneys,
Giangrasso Law LLC
62 Walnut Street, Suite 6
Wellesley, MA 02481
By: David A. Giangrasso, Esq.
(781)-328-9099