

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 Depot Auto Service, LLC (the "Mortgagor") to Michael C. Campbell (the "Mortgagee") dated May 10, 2022 and recorded May 31, 2022 with the Plymouth County Registry of Deeds in Book 56866, Page 110, 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 o'clock A.M. on the 30th day of October, 2024 (the "Auction Sale") at 447 Onset Avenue, Wareham, Plymouth County, Massachusetts, the premises described in said mortgage (the "Premises"),

To wit:

PARCEL 1

That certain parcel of land, together with the Onset Station building thereon, situated at the corner of Onset Avenue and Great Neck Road in that part of the Town of Wareham known as Onset, County of Plymouth; Commonwealth of Massachusetts, delineated and shown as Parcel No. 1 on plan entitled: "New York, New Haven and Hartford Railroad-Office of Engineer-Real Estate Surveys-Land in Wareham. Mass., to be conveyed to Mary Pulanski, Scale 1"-50', Oct. 1951", said plan recorded with Plymouth County Registry of Deeds, Book 2259, Page 452, and bounded and described as follows:

Northerly 358.29 feet, more or less, by that parcel of land delineated and shown on said plan as Parcel No. 2 hereafter described, and easterly 33 feet by remaining railroad land in a line which begins at a point in the southeasterly line of Great Neck Road distant 33 feet southerly, measured at right angles, from the monumented base line of the said railroad from Middleboro to Buzzards Bay, and thence runs easterly, parallel to said base line, to a point distant 33 feet southerly, measured at right angles, from and base line at station 893 + 16.35, and thence runs southerly to a point distant 66 feet southerly measured at right angles, from said base line at said station 893 + 16.35; Southeasterly 54.24 feet, more or less, by land now or formerly of Onset Bay Grove Association; Southerly 361.37 feet, more or less, by land now or formerly of Mary Pulanski in a line parallel to and distant 118 feet southerly measured at right angles, from said base line; and Westerly 19.74 feet, more or less, and northwesterly 69.67 feet, more or less, respectively, by Onset Avenue and Great Neck Road as laid out and established prior to a relocation thereof under a decree of the Plymouth County Commissioners, dated May 21, 1946, and recorded at the Registry of Deeds for said County of Plymouth, in Book 1925, Page 35.

Containing 31,211 square feet, more or less.

Said described parcel is conveyed subject to said relocation dated May 21, 1946, and to the existing Zoning Law, if any, of said Town of Wareham.

PARCEL 2

That parcel of land delineated and shown on said plan as Parcel No. 2 bounded and described as follows:

Northerly 352.63 feet, more or less, be remaining railroad land in a line parallel to and distant 17 feet southerly, measured at right angles, from said base line;

Easterly 16 feet by remaining railroad line in a line erected at right angles to said base line at said station 893 + 16.35;

Southerly 358.29 feet by said described Parcel No. 1; and

Northwesterly 16.97 feet, more or less, by Great Neck Road.

Containing 5,687 square feet, more or less.

This deed shall not be effective to convey the block signal facilities, the communication wire line and the poles which support said line to Parcel 2 above described.

Both of said parcels are conveyed subject to all rights, privileges and easements in fee of the Trustees of the property of the Penn Central Transportation Company, debtor, successor to the said New York, New Haven and Hartford Railroad Company to Mary Pulanski dated February 11, 1953, and recorded in Plymouth County Registry of Deeds, Book 2259, Page 452.

PARCEL 3

A certain parcel of land with any buildings thereon, situated on the easterly side of Onset Avenue, in Wareham, Plymouth County, Massachusetts, being shown as Lot 1001 on a plan entitled "Plan of Land prepared for Frank and Alexander Pulanski, Depot Street, Onset Avenue, East Wareham, Massachusetts, dated December 13, 1979, Robert A. Braman, Civil Engineer & Surveyor, 444 Main Street, Wareham, Mass." recorded with Plymouth County Registry of Deeds in Plan Book 21, Page 385.

Beginning at a concrete bound situated in the easterly sideline of Onset Avenue at the most northerly comer of the lot to be described:

thence South 73° 17' 50" East, three hundred fifty-four and 94/100 (354.94) feet by other land now or formerly of Lionel J. Lacasse to an iron pipe and land now or formerly of Edwin and Elizabeth Ames;

thence in a southwesterly direction, thirteen and 55/100 (13.55) feet to a point;

thence Westerly, Southerly, and Southwesterly, three hundred sixty-five and no/100 (365.0) feet more or less by Beaver Dam Pond to an iron pipe;

thence North 52° 00' 50" West, eighty-six and 29/100 (86.29) feet to a concrete bound;

thence North 13° 27' 20" West, by the easterly sideline of Onset Avenue, fourteen and 62/100 (14.62) feet to a County Bound;

thence by the easterly sideline of Onset Avenue by a curve to the right with a radius of 942.29 feet, a distance of two hundred ten and 69/100 (210.69) feet to a County Bound;

thence continuing in the easterly sideline of Onset Avenue by a curve to the right, having a radius of 228.24 feet, a distance of fifty-eight and 83/100 (58.53) feet to a concrete bound and point of beginning.

Said lot 1001 contains according to said plan, 1.27 acres, more or less.

Together with all rights, privileges and easements connected therewith and subject to restrictions and easements of record and are hereby conveyed subject to restrictions and easements of record and are hereby conveyed subject to any building and zoning law requirements which may be in force and applicable.

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 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.

MICHAEL C. CAMPBELL
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