

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Commercial Mortgage, Security Agreement and Assignment of Leases and Rents given by David F. Russell Jr. and Anne Marie Russell, Trustees of Lakeville Funeral Home Realty Trust u/d/t September 25, 2019, to North Easton Savings Bank, said Mortgage being dated April 2, 2020, and duly recorded with Plymouth County Registry of Deeds at Book 52562, Page 1, of which mortgage the undersigned, North Easton Savings Bank is the present holder, for breach of conditions contained in said Mortgage and for the purpose of foreclosing, the same will be sold at Public Auction upon the mortgaged premises located at 17 Main Street, Lakeville, Massachusetts at 11:00 A.M. on August 21, 2024, all and singular, the premises described in said mortgage, to wit:

A certain parcel of land situated on the westerly side of Main Street, Lakeville, Plymouth County, Massachusetts, shown as Lot #3 on a plan of land entitled "APPROVAL NOT REQUIRED PLAN 43 MAIN STREET, LAKEVILLE, MASSACHUSETTS PREPARED FOR LAKEVILLE MIXED USE DEVELOPMENT LLC" which plan is dated April 11, 2018, and recorded at the Plymouth County Registry of Deeds as Plan 18-210 in Plan Book 62, Page 232.

For title reference see Deed recorded in Book 51720, Page 79.

There is also included in the sale all equipment and fixtures situated on the above-described premises to the extent the same are part of the realty.

Said premises will be conveyed subject to and/or with the benefit of any and all restrictions, easements, improvements, covenants, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of liens, and existing encumbrances of record created prior to the mortgage, if any there be.

Said premises will also be subject to any leases and tenancies having priority over said mortgage, to tenancies or occupation by persons on the premises now and at the time of said auction which tenancies or occupation are subject to said mortgage, to rights or claims in personal property installed by tenants or former tenants now located on the premises, and also to all laws and ordinances including, but not limited to, all building and zoning laws and ordinances. Said premises will also be subject to any and all Title 5 standard requirements.

TERMS OF SALE:

The highest bidder shall be required to deposit cash or certified check in the amount of Twenty Thousand (\$20,000) Dollars at the time and place of sale, the balance to be paid in or within forty-five (45) days thereafter to be deposited in escrow with counsel for the mortgagee pending delivery of a foreclosure deed which shall be mortgagee's only further responsibility. The successful bidder shall be required to sign a Memorandum of Terms of Sale containing the above terms at the Auction 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 property by Foreclosure Deed to the next highest bidder that shall successfully deposit with Mortgagee's attorneys, Ruberto, Israel & Weiner, 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, the balance to be paid in or within forty-five (45) days to be deposited, and deed to be transferred, as outlined hereinabove.

The deposit paid at the time of the sale shall be forfeited if the purchaser does not comply strictly with the terms of the sale. The purchaser will be responsible for all closing costs, state documentary stamps and recording fees.

See Judgment that the Defendants are not entitled to the benefits of the Servicemembers Civil Relief Act entered May 29, 2024, Massachusetts Land Court Case No 2024 SM 000957.

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

Date: July 24, 2024

NORTH EASTON SAVINGS BANK
Present Holder of said Mortgage
By its Counsel,

James C. Fox, Esquire
Ruberto, Israel & Weiner, P.C.
255 State Street
Boston, Massachusetts 02109
(617) 742-4200

Publication Dates: July 24, July 31 and August 7, 2024.