

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Kevin L. Keller and Rose M. Keller a/k/a Rose Keller to Eastern Bank, dated January 22, 2022 and recorded at Plymouth County Registry of Deeds on February 3, 2022, in Book No. 56400, at Page 58, of which mortgage the undersigned is the present holder Eastern Bank, for breach of the conditions of said mortgage and for the purpose of foreclosing same will be sold at public auction at 10:00 AM, on August 27, 2024 on the mortgaged premises being known as 15 Cornish Street, Carver, MA, being all and singular the premises described in said mortgage to wit:

The land with the buildings thereon situated on Cornish Street, Carver, Plymouth County, Massachusetts, being shown as Lot 95 on a plan entitled "Cranberry Estates Section 1, Purchase Street, Carver, Mass." dated June 25, 1971 by Robert C Bailey, Registered Land Surveyor, and recorded with Plymouth County Registry of Deeds in Plan Book 16, Page 600, to which plan reference is here by made for a more particular description, containing 27,200 square feet; according to said plan.

Together with the right to use streets and ways as shown on plan recorded with Plymouth County Registry of Deeds in Plan Book 16, Page 600.

Said premises are conveyed subject to and with the benefit of easements, reservations, restrictions and rights of way of record so far as the same are now in force and applicable.

Being the same premises as conveyed to the mortgagor by deed of Rodney K. Thorell, Donna J. Thorell and James J. Norton, Jr., dated August 8, 2014, recorded at Plymouth County Registry of Deeds in Book 44621, Page 38.

It is subject to first mortgage given to Mortgage Electronic Systems, Inc. as a nominee for Radius Financial Group Inc. in the original principal amount of \$276,500.00, dated March 11, 2021 and recorded at Plymouth County Registry of Deeds on March 16, 2021 in Book 54580, Page 332.

The above described premises will be sold **SUBJECT TO** and with the benefit of all restrictions, easements, covenants, conditions, building and zoning laws, to any and all unpaid taxes, tax titles, water and sewer charges, municipal or other public taxes, assessments or liens, rights of tenants and parties in possession, if any.

### **TERMS OF SALE:**

A deposit of \$7,500.00 DOLLARS shall be required to be made to the mortgagee in cash, by certified or by cashier's check at the time and place of the sale as a deposit. The successful bidder will be required to execute an Auction Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid in cash, by certified check, by cashier's check, or other check satisfactory to Mortgagee's attorney within thirty (30) days thereafter at the offices of BARSH AND COHEN, P.C., Attorneys for the Mortgagee, 500 Turnpike Street Suite 201, Canton, MA 02021, in exchange for which and at such time and place, the deed shall be delivered to the purchaser for recording.

The Mortgagee reserves the right to amend the foregoing terms of sale by written or oral announcement made before the auction sale, during the sale thereof or at the commencement of or during any postponed sale, the right to bid at the sale, to reject any and all bids, and to postpone the sale up until the time the property is declared sold by the auctioneer.

The description of the premises contained in said mortgage shall control in the event of an error in the Notice of Mortgagee's Sale or its publication.

OTHER TERMS TO BE ANNOUNCED AT THE TIME AND PLACE OF THE SALE.

Dated: July 29, 2024

(signed:) Eastern Bank  
Present Holder of said Mortgage  
By its Attorneys,  
Barsh and Cohen, P.C.

Neil Cohen, Esquire  
Attorney for the Mortgagee  
500 Turnpike Street Suite 201, Canton, MA 02021  
(617) 332-4700