

MORTGAGEE'S SALE OF REAL ESTATE
43 Clinton Street, Brockton, MA

By virtue and in execution of the power of sale contained in a certain Mortgage given by McKinley Investment Group, LLC to Naveo Credit Union, said Mortgage dated January 13, 2023 and recorded with the Plymouth County Registry of Deeds, in Book 57596, Page 166, of which Mortgage the undersigned is the present holder, for breach of conditions of said Mortgage and for the purpose of foreclosing the same, the same will be sold at Public Auction at 10:00a.m. on the 20th day of August 2024 on the mortgaged premises, hereinafter described, all and singular the premises described in said Mortgage to wit:

Locus: 43 Clinton Street, Brockton, MA 02302

The legal description of the Mortgaged Premises is hereinafter the following:

The land with the building thereon, situated in Brockton, Plymouth County, Massachusetts, bounded and described as follows:

Beginning at the Northeast Corner of the premises at the southeast corner of land now or formerly of Ralph S. and Rose Benson;

Thence westerly by said Benson land, sixty and 3/10 (60.3) feet to land of New York, New Haven and Hartford Railroad Company;

Thence Southerly by said Railroad Company's land, forty-two (42) feet to land now or formerly of Arville Russell;

Thence Easterly in the North line of said Arville Russell land, sixty-three and 2/10 (63.2) feet to the West line of Clinton Street;

Thence Northerly along the west line of Clinton Street, forty-two (42) feet to the point of beginning.

For Grantor's title see Deed recorded with Plymouth County Registry of Deeds in Book 57596, Page 164.

In the event of any typographical error set forth in the legal descriptions contained above, the legal description of the premises, the descriptions set forth and contained in the Mortgage shall take precedence.

TERMS OF SALE: TEN THOUSAND (\$10,000.00) DOLLARS will be required to be paid in cash, certified check or cashier's check of any bank or trust company doing business in the Commonwealth of Massachusetts, by the purchaser, at the time and place of sale as a deposit. A Memorandum of Sale ("Memorandum") shall be executed upon acceptance of the bid and all terms thereunder shall be binding upon the bidder, including the condition that should the high bidder for whatever reason fail to perform under the aforesaid Memorandum, in such event, the bidder shall forfeit the deposit in full which shall become the property of the Mortgagee. The Mortgagee reserves the right without further publication, advertisement or notification to offer the property to the second highest bidder under the same conditions set forth herein. The Mortgagee further reserves the right without further publication, advertisement, or notification, to purchase the within described property at the amount bid by the second highest bidder. The terms of the Memorandum of Sale shall be announced prior to the bid. The balance of the bid price is to be paid in cash, certified check or cashier's check drawn upon any bank or trust company doing business in the Commonwealth of Massachusetts within thirty (30) days after the date of sale to be deposited in escrow with Riccardo L. Rullo, Esquire attorney for Naveo Credit Union. Deed (which shall be in the form of the

usual Mortgagee's Deed under the Statutory Power of Sale) to be delivered within three (3) days thereafter at which time it shall be the sole and exclusive responsibility of the successful bidder to cause the same to be recorded with the Plymouth County Registry of Deeds in accordance with law.

Other terms, if any, to be announced at the sale.

NAVEO CREDIT UNION
By its attorney,
RICCARDO L. RULLO
LAW OFFICES OF FRANK. N DARDENO
424 BROADWAY
SOMERVILLE, MA 02145
617-666-2600

Dated: 07/23/2024