

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by County Home Builders, Inc. to Gary A. Jolicoeur, dated March 3, 2023 and recorded at Norfolk County Registry of Deeds on March 28, 2023, in Book No. 41080, at Page 469, of which mortgage the undersigned is the present holder Gary A. Jolicoeur, 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 29, 2024 on the mortgaged premises being known as 415 Village Lane, Unit 415, Bellingham, MA, being all and singular the premises described in said mortgage to wit:

Unit #415 (the "Unit") in the Hartford Village Condominium, as condominium created pursuant to Chapter 183A of the Massachusetts General laws, subject to the Master Deed dated May 30, 2000 (the "Master Deed") and recorded with the Norfolk Registry of Deeds (the "Registry") In Book 14701, Page 1, as amended by Instruments of record, and more specifically the Thirteenth Amendment recorded In Book 36647, Page 408, creating Phase XIII which incorporates the Unit, together with a 1.515% interest In the common areas and facilities of the Condominium, as described In the Master Deed, as amended of record, which common interest shall be adjusted from time to time if, as, and when additional Units are added to the Condominium.

The premises which constitute the condominium (the "Land") which is situated at Hartford Avenue, Hixon Street and Village Lane, Bellingham, MA, together with the Improvements and buildings now existing and to be hereinafter constructed thereon (collectively, the "Condominium"), is shown as lot 1 and Lot 2 on a plan entitled, "Plan of Land. In Bellingham, MA Prepared for K&S realty" dated May 8, 2000, and prepared by Andrews Survey & Engineering, Inc., recorded with Norfolk County Registry of Deeds as Plan 289 of 2001 In Plan Book 474. For Inclusion of Lot 1 into the Condominium, see the deed of Country Home Builders, Inc. dated March 5, 2019, and recorded In Book 36647, Page 346.

Said Unit #415 is shown and further described on the Condominium Site Plan of 'Hartford Village In Bellingham, MA owned by Hartford Village Condominium Trust dated November 26, 2018 prepared by Andrews Survey & Engineering, Inc. (the "Site Plan") (sheets 1 and 2) and the Floors Plans (sheets 3 and 4) "Floor Plan Units 218, 219 & 220 of 'Hartford Village In Bellingham, MA owned by Hartford Village Condominium Trust" and "Floor Plan Units 414, 415 & 416 of 'Hartford Village' In Bellingham, MA owned by Hartford Village Condominium Trust". The Floor Plans show the layout, locations, unit numbers and dimensions of the Units as built, and bear the verified statement as required by the applicable provisions of Massachusetts General Laws, Chapter 183A.

The Site Plan and Floor Plan are recorded in Plan Book 680, Plans 26-29.

Said Unit #415 contains 3,757 square feet+/- total unit area, as shown on the plans recorded with the Master Deed, and on the copy of a portion of said plans recorded as herein referenced above.

Subject to all rights, easements, terms and provisions of record pertaining to the Unit and the Condominium of record insofar as same are In force and applicable

For Grantor's title, see Assignment of Development Rights by and between Trustees of Hartford Village Condominium Trust as Assignor and Country Home Builders, Inc. as Assignee recorded with Norfolk Registry of Deeds in Book 36647, Page 403. See also Deed recorded in Book 36647, Page 346.

Being the same premises as conveyed to the mortgagor by deed of Majority of the Board of Trustees of the Hartford Village Condominium Trust, dated March 5, 2019, recorded at Norfolk County Registry of Deeds in Book No. 36647, at Page 403.

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:) Gary A. Jolicoeur
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