

## NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage (the "Mortgage") given by **3 Brewster Road LLC, a Delaware Limited Liability Company**, whose last known address is 3 Brewster Road, Nantucket, MA 02554, Attn.: Daniel C. Burrell, Manager, to **Bank of America, N.A., a National Banking Association organized and existing under the laws of the United States of America**, the present holder, which Mortgage is dated August 13, 2019, and registered on April 25, 2022 with the Nantucket County Registry District of the Land Court as Document No. 173855, as noted on Certificate of Title No. 26686, for breach of the conditions of said Mortgage and for the purpose of foreclosing, the same will be sold at public auction at **1:00 P.M. on September 19, 2024**, on the premises described below, said premises believed to be known as 3 Brewster Road, Nantucket, Nantucket County, Massachusetts, all and singular, and as more fully described in said Mortgage, to wit:

Lot No. 111 on Land Court Plan No. 10937-8 dated May 27, 1980 and Registered with Certificate of Title No. 9260.

Together with the right to use Brewster Road, in common with others, for all purposes for which roads can be used in the Town and County of Nantucket.

Said premises will be sold subject to and/or with the benefit of any and all rights, agreements, 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 existing and/or created prior to the Mortgage.

Said premises will be sold subject to all 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, to the extent that any such tenancies or occupation may be subject to said Mortgage, to rights and claims of personal property installed by tenants or former tenants now located on the premises having priority over said Mortgage and also to all laws and ordinances including, but not limited to, all building and zoning laws and ordinances.

Said auction sale may include all of the articles, fixtures and equipment now or hereafter situate on the premises or used or intended to be used therewith, as provided in the Mortgage.

In the event of a discrepancy between this notice and the Mortgage as to the description of the real estate, the Mortgage will control.

### TERMS OF SALE:

Bidder(s) shall be required to demonstrate prior to the commencement of bidding at the auction the ability to deposit cash, bank treasurer's check or certified check in the amount of \$100,000.00 and the highest bidder shall be required at the time and place of sale to deposit in cash, by bank treasurer's check or certified check the amount of \$100,000.00 with the balance of the purchase price in cash or certified check shall be paid in or within fourteen (14) days from the date of sale thereafter to Locke Lord LLP, 111 Huntington Avenue, Boston, MA 02199, at which time the deed for the premises shall be delivered. The successful bidder(s) of the premises, immediately upon conclusion of the bidding, shall in addition to posting the deposit as aforesaid be required to sign a Memorandum of Sale including the above terms of the auction sale. The Memorandum of Sale shall provide that the deposit paid at the time of the sale shall be forfeited if the purchaser(s) does not comply strictly with the terms of the Memorandum of Sale. The purchaser(s) will be responsible for the payment of state documentary stamps and any and all fees, including recording fees, associated with the transfer of title.

Mortgagee reserves the right to reject any and all bids. Further, mortgagee reserves the right to sell to next-higher bidder(s) should the highest bidder default under the Memorandum of Sale, or otherwise.

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

**BANK OF AMERICA, N.A.**

Present Holder of said

Mortgage

Attorney for said holder:

Adrienne K. Walker, Esq.

Locke Lord LLP

111 Huntington Avenue

Boston, MA 02199

(617) 239-0100

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