

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

Premises: 33 Vesey Road, Randolph, Massachusetts.

By virtue and in execution of the Power of Sale contained in a certain mortgage held given by VLADY JEAN PIERRE AND RACHELLE JEAN PIERRE TO MEMBERS MORTGAGE COMPANY, INC., on property locate at 33 Vesey Road, Randolph, Massachusetts in the County of Norfolk, by mortgage dated April 6, 2005 and recorded on April 6, 2005 with Norfolk County Registry of Deeds at Book 22262 Page 397 as affected by the assignment to Tremont Credit Union, dated April 6, 2005 and recorded on April 6, 2005 at said registry at Book 22262 Page 417, as affected by the Loan Modification Agreement, dated March 9, 2010 and recorded on March 15, 2010 at said registry at Book 27522 Page 36 of which mortgage the undersigned is the present holder, for breach of conditions of said mortgage and for the purpose of foreclosing the same will be sold at Public Auction **at 10:00 A.M. on the 17th day of October, 2024** upon the mortgaged premises at 33 Vesey Road, Randolph, **MASSACHUSETTS**, all and singular the premises described in said mortgage, to wit:

A certain parcel of land, together with the buildings and other improvements thereon, situated in Randolph, Massachusetts, being Lot 16, on a "Plan of Lots belonging to Fred J. Driscoll, Randolph, Massachusetts, Oct. 21, 1927, Walter G. Pratt, Surveyor", and recorded with said Deeds in Book 1782, Page 130, bounded and described as follows:

SOUTHERLY on Vesey Road fifty (50) feet; and
WESTERLY on Lot 15 on said Plan ninety-eight and 47/100 (98.47) feet;
NORTHERLY on land of owners of unknown fifty (50) feet; and
EASTERLY also on land of owners unknown ninety-seven and 80/100 (97.80) feet.

Being said measurements, more or less.

The description of the property contained in the mortgage shall control in the event of a typographical error.

For Mortgagor's Title, see deed of John Murphy, dated August 27, 2003 and recorded with said Deeds in Book 19776 at Page 267.

Said premises will be sold subject to any and all restrictions, easements, improvements, covenants, outstanding tax titles, municipal or other public taxes, charges, assessments, condominium charges, liens, or claims in the nature of liens, unpaid real estate taxes, existing encumbrances of record created prior to the mortgage, expenses, costs, if applicable federal tax liens, state tax liens, partition wall rights, statutes, regulations, zoning, subdivision control, or other municipal ordinances or bylaws, respecting land use, configuration, building or approval, or bylaws, statutes, regarding the presences of lead paint, asbestos or other toxic substances, sanitary codes, housing codes, tenancy, and, to the extent that they are recorded mortgages prior to the above mortgage, easements, rights of way, restrictions, confirmation or other matters of record if any there be.

Said premises will also be sold subject to any and 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 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. Purchaser shall also bear all state and county deeds of excise.

TERMS OF SALE:

The highest bidder shall be required to deposit cash, bank treasurer's check, or certified check in the amount of TEN THOUSAND (\$10,000.00) DOLLARS at the time and place of sale. The balance of the purchase price shall be paid within Forty-Five (45) days thereafter to the Mortgagee's Attorney, the Law Office of Wayne M. Gray, 14 Page Terrace Stoughton Massachusetts 02072 and the deed to be transferred upon receipt of the balance of the purchase price. The Mortgagee reserves the right to bid at sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure. The successful bidder at the sale of the premises shall be required to sign a Memorandum of Terms of Sale containing the above terms at the auction sale. The premises shall be conveyed by the usual foreclosure deed under the statutory power of sale, subject to the foregoing, and in addition, subject to any and all unpaid taxes, tax title, tax liens, water and sewer rates and any other municipal assessments or liens.

The deposit of \$10,000.00 is to be paid in cash or bank or certified check at the time and place of sale, with the balance of the purchase price to be paid bank or certified check within Forty-Five (45) days after the date of sale, to be deposited in escrow with the Law Office of Wayne M. Gray at 14 Page Terrace Stoughton, MA 02072.

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 second highest bidder or, thereafter, to the next highest bidders, providing that said bidder shall deposit with said attorney, the amount of the required deposit as set forth herein within Five (5) business days, after written notice of the default of the previous highest bidder.

The Mortgagee reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone at any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date.

If the Sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The purchaser at the sale shall have no further recourse against the mortgagor, the mortgagee, or the mortgagee's attorney.

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

TREMONT CREDIT UNION
Present Holder of said Mortgage
By its Attorney,
Wayne M. Gray
Gray Legal Group
14 Page Terrace
Stoughton, Massachusetts 02072

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