

**MORTGAGEES NOTICE OF SALE OF REAL ESTATE**  
**12 Pond View Drive, Nantucket, Massachusetts**

By virtue, and in execution of the Power of Sale contained in a certain Mortgage given by **ACK 12 Pond View LLC**, to Hingham Institution for Savings dated January 14, 2022 recorded with Nantucket County Land Court as Document No. 172749 and noted with Certificate No. 27610 (the "Mortgage") of which Mortgage the undersigned is the present holder, for breach of the conditions of said Mortgage and for the purpose of foreclosing same will be sold at **Public Auction, at 11:00 AM., on the 5<sup>th</sup> day of November 2024** (the "Sale") it will be held at the premises located at **12 Pond View Drive, Nantucket, MA** (the "Premises") all and singular the Premises described in said Mortgage, to wit:

That certain parcel of land, together with the buildings thereon, located in Nantucket, Nantucket County, Massachusetts, now known and numbered as 12 Pond View Drive, bounded and described as follows:

**SOUTHERLY:** by Pond View Drive, on a curved line with a radius of twelve hundred (1200) feet, two hundred forty and 21/100 (240.21)feet;

**WESTRLY:** by Lot 9 on plan hereinafter mentioned, three hundred seven and 56/100 (307.56)

**NORTHERLY:** by now or formerly of Patrick J. McGrath, two hundred and seventy-five (275.00) feet; and

**EASTERLY:** by lot 11 on said plan, three hundred and twenty-seven and 86/100 (327.86) feet.

Said land is shown as Lot 10 on Land Court Plan No. 36550-C, Sheet 2, at Nantucket Registry District.

There is expressly excluded from said Lot 10 the fee in pond View Drive

This appurtenant to said Lot 10 the right to use the forty foot (40") wide Way shown as Pond View Drive on Land Court Plan 36550-C Sheets 1 and 2, together with that portion of Lot 5 at the Westerly end of said Way in common with others entitled thereto for all purposes for which Ways may be used.

For Title reference see Nantucket Registry District of the Land Court Document No. 164326 noted on Certificate of Title No. 27610.

In the event of any discrepancy between the description in said Mortgage and the above description, the description in said Mortgage shall control.

**TERMS OF SALE:**

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. No representations, express or implied, are made with respect to any matter concerning the mortgaged Premises which shall be sold “as is”, “where-is”, and “with all faults”. Successful Bidder shall be responsible for any Transfer Fees.

A deposit of FIFTY THOUSAND DOLLARS AND 00 CENTS (\$50,000.00) shall be required to be paid to the Mortgagee/holder by certified or bank cashier’s check at the time and place of sale as a non-refundable earnest money deposit to be held at the option of the Mortgagee as liquidated damages for any default or breach by the highest bidder (cash will NOT be accepted). The successful bidder will be required to execute a Memorandum of Sale immediately after the close of bidding. The deposit shall be increased to an amount equal to five percent (5%) of the highest bid at the Sale, which amount is to be paid to the Mortgagee within ten (10) calendar days of the date of the Sale. The balance of the purchase price for the Mortgaged Property is to be paid to the Mortgagee by certified or bank cashier’s check or federal funds wire transfer of immediately available funds in or within thirty (30) calendar days from the date of the Sale, **WITH TIME BEING OF THE ESSENCE.**

The Mortgagee may, at its option, either sell the Mortgaged Property to the second highest bidder at the Sale, conduct a subsequent auction or assume the highest bid should the highest bidder fail to fulfill the highest bidder’s obligations under terms of a memorandum of sale agreement to be entered into with the Mortgagee immediately after the Sale, provided that the Mortgagee in its discretion may require, (i) the second highest bidder to deposit with the Mortgagee the amount of the required deposits as set forth herein with five (5) business days after written notice to the second highest bidder of the default of the highest bidder, (ii) the second highest bidder to execute a memorandum of sale agreement and/or assume the obligations of the sales agreement executed by the highest bidder, and (iii) the payment of the balance of the purchase price of the Mortgaged Property to the Mortgagee within twenty eight (28) days of said written notice, **WITH TIME BEING OF THE ESSENCE** unless the Mortgagee agrees otherwise. In the event that the highest bidder defaults under such sales agreement and the Mortgagee sells the Mortgaged Property to the second highest bidder, the Mortgagee may, at its option, assume the second highest bid should the second highest bidder fail to fulfill its obligations under such sales agreement. No such assumption of the highest or second highest bid or sale of the Mortgaged Property by the Mortgagee to such second highest bidder shall relieve the highest or second highest bidder, as applicable, from its obligations under such sales agreement nor operate as a waiver by the Mortgagee of its rights and remedies against the highest or second highest bidder at the Sale.

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

Hingham Institution for Savings  
Present Holder of said Mortgage,  
By Its Attorneys,  
Gaughen, Gaughen, Lane & Hernando, LLP  
Kevin W. Gaughen Jr., Esquire

528 Broad Street, P.O. Box 890116  
East Weymouth, MA 02189  
781-335-0374