## MORTGAGEES NOTICE OF SALE OF REAL ESTATE 31 Delle Avenue, Boston, Massachusetts

By virtue, and in execution of the Power of Sale contained in a certain Mortgage given by Brigham Delle LLC, to Hingham Institution for Savings dated December 12, 2018 recorded with Suffolk County Registry of Deeds in Book 60519, Page 1 (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 11:00AM on the 16th day of **December 2024** (the "Sale") it will be held at the premises located at 31 Delle Avenue, Boston, **Massachusetts** (the "Premises") all and singular the Premises described in said Mortgage, to wit:

The land with that part of Boston, formerly Roxbury, bounded and described as follows:

Beginning on Delle Avenue at the Southwesterly corner of Lot #6 on the plan hereinafter described; thence running:

NORTHWESTERLY: on said Avenue, 16 feet and 6 inches to the Lot #8 on said plan, thence

turning and running;

NORTHEASTERLY: on said Lot #8 through the middle of a brick partition wall, 91 feet;

thence turning and running;

SOUTHEASTERLY: 16 feet and 6 inches to the Lot #6 on said plan; thence turning and

running;

SOUTHWESTERLY: through the middle of a brick partition wall 91.6 feet to Delle Avenue, to

point of beginning.

Containing 1,516 square feet of land and being Lot #7 on a plan of Charles McBurney's land recorded with Suffolk Deeds in Book 1034, Page 27. A strip of land 4 feet wide across the rear of the granted premises is reserved for use as a passageway in common with others.

Said premises are hereby conveyed subject to and with the benefits of easements, restrictions, and reservations of record, insofar as the same may now be in force and applicable.

For title see deed recorded herewith.

## TERMS OF SALE:

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

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 Twenty Five Thousand DOLLARS AND 00 CENTS (\$25,000.00) shall be required to be paid to the mortgagee/holder by certified or banks cashier check at the time and place of sale. The successful bidder will be required to execute a Memorandum of Sale immediately after the close of bidding. The balance of the purchase price is to be paid by certified bank cashier's check or federal funds wire transfer in or within thirty (30 days) from the date of the sale.

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.

## TIME WILL BE OF THE ESSENCE.

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 Robert A. Lane, Esquire

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