

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Beatrice Walker to Crescent Credit Union, dated March 18, 2010 and recorded at Plymouth County Registry of Deeds on March 23, 2010, in Book No. 38347, at Page 316, of which mortgage the undersigned is the present holder Sharon & Crescent United Credit Union, successor by merger with Crescent Credit Union, for breach of the conditions of said mortgage and for the purpose of foreclosing same will be sold at public auction at 12:00 PM, on December 12, 2024 on the mortgaged premises being known as 70 Carlisle Street, Brockton, MA, being all and singular the premises described in said mortgage to wit:

A certain parcel or land with the buildings thereon, situated on Carlisle Street, Brockton, in the County of Plymouth and Commonwealth of Massachusetts, on the north side of Carlisle Street, being shown as Lot 56 on a plan or land entitled, "Summer Park Subdivision or Loud in Brockton, Plymouth Co., Mass." dated January 10, 1963, Roy C. Anderson Jr., Surveyor, duly recorded with the Plymouth County Registry of Deeds in Plan Book 12, Page 969, to which plan reference is hereby made for a more particular description.

Containing 14,000 square feet of land, according to said plan.

Subject to and with the benefit of easements and restrictions of record, if any, insofar as now in force and applicable.

Subject to a taking by the City of Brockton dated October 22, 1996, recorded with Plymouth Registry of Deeds in Book 14791, Page 135.

Being the same premises as conveyed to the mortgagor by deed of Benjamin J. Donnarumma Jr. and Patricia M. Donnarumma, dated August 12, 1976, recorded at Plymouth Registry of Deeds in 4190, Page 753.

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: November 12, 2024

(signed:) Sharon & Crescent United Credit Union,  
successor by merger with Crescent Credit Union  
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