

## **LEGAL NOTICE**

### **MORTGAGEE'S SALE OF REAL ESTATE**

By virtue of and in execution of the Power of Sale contained in a certain Mortgage and Security Agreement ("Mortgage") given by 41 Industrial Park Road LLC, a Massachusetts limited liability company ("Mortgagor"), with a business address at 86 Claybourne Street, Dorchester, Massachusetts 02124, to Gerald M. Sneirson, Trustee of FTF Investment Trust, u/d/t dated July 1, 2022, as evidenced by Trustee Certificate recorded with Plymouth County Registry of Deeds at Book 56989, Page 95 ("Mortgagee"), with an address of 378 Broadway, Chelsea, Massachusetts 02150, which Mortgage is dated July 1, 2022, and recorded with the Plymouth County Registry of Deeds in Book 56990, Page 318, and for which Mortgage the undersigned is the present holder, for breach of the conditions of said Mortgage and for the purpose of foreclosing the same will be sold at Public Auction at 11:00 o'clock A.M. on the 20<sup>th</sup> day of February 2025, upon the hereinafter-described mortgaged premises, known as and numbered as Industrial Park Road (a/k/a 0 Industrial Park Road), Plymouth, Plymouth County, Massachusetts 02360, all and singularly the premises described in said mortgage, to wit:

That certain parcel of land situated off Industrial Park Road in Plymouth, Plymouth County, Massachusetts, being shown as Parcel No. 102-022-041-000 on a plan entitled "Lot Line Adjustment Plan of Land Plymouth Assessor's Parcel No.'s 102-022-038A-000 and 102-022-030A-000L 39 Industrial Park Road, Units A, B, and C and Cherry Street (F.K.A. Nicks Rock Road) Plymouth, Plymouth County, Massachusetts", dated March 18, 2021, prepared by Associated Engineers of Plymouth, Inc., and recorded with the Plymouth County Registry of Deeds (the "Registry") as Plan No. 351 of 2021 in Plan Book 65, Page 515 (the "Plan").

For Mortgagor's title, see deed dated June 24, 2022, recorded with Plymouth County Registry of Deeds in Book 56990, Page 314.

The premises will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens, and any other municipal assessments or liens or existing encumbrances of record which are in force and applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens, or encumbrances is made in the deed, and subject to and with the benefit of all building, zoning, and other land use laws.

Terms of Sale: A deposit in the amount of Twenty Thousand Dollars (\$20,000.00) by certified check or bank cashier's check will be required to be shown at the time and the place of the sale in order to qualify as a bidder (the mortgage holder and its designee(s) are exempt from this requirement); high bidder to sign written Memorandum of Sale upon acceptance of bid; balance of the purchase price is to be paid by certified check or bank cashier's check at the office of mortgagee's attorney, Law Office of Jonathan Gold, Riverside Center, 275 Grove Street, Suite 2-400, Newton, MA 02466, within thirty (30) days from the date of sale. The deed will be provided

to the purchaser for recording upon receipt in full of the purchase price. In the event of an error in this publication, the description of the premises contained in said Mortgage shall control.

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

Gerald M. Sneirson, Trustee of  
FTF Investment Trust  
By its Attorney,  
LAW OFFICE OF JONATHAN GOLD  
Riverside Center  
275 Grove Street  
Suite 2-400  
Newton, MA 02466  
(617) 375-0006