

MORTGAGEES NOTICE OF SALE OF REAL ESTATE
313 East Street, Hingham, Massachusetts

By virtue, and in execution of the Power of Sale contained in a certain Mortgage given by Paul and Sara Sullivan, as Trustees of 313 East Street Nominee Trust to Hingham Institution for Savings dated March 27, 2017 and recorded with Plymouth County Registry of Deeds Book 48242, Page 213, (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 10:00 AM., on the 4th day of April 2025** (the "Sale") at **313 East Street, Hingham, Massachusetts**, (the "Premises") being all and singular the Premises described in said Mortgage, to wit:

The land with buildings thereon known as 313 East Street, Hingham, Massachusetts and more particularly described as follows:

Being Lot 1 as shown on a plan of land entitled "ANR Plan of Land Assessors Map 65 – Parcel 17 313 East Street in Hingham, Massachusetts (Plymouth County) October 27, 2006 revised 7/26/07 Prepared for Peter L. Puciloski 313 East St., Hingham, MA 02043 BSC Group 384 Washington Street Norwell, Massachusetts 02061" recorded with Plymouth County Registry of Deeds on October 1, 2007, a Plan No 650 of 2007, in Plan Book 53, Page 660

Containing 2,557 acres, more or less.

For our title see Deed recorded in Book 36620 Page 88.

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 **TWENTY THOUSAND DOLLARS AND 00 CENTS (\$20,000.00)** 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 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

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