

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Brandon Navom to MSA Mortgage, LLC, dated January 10, 2022 and recorded at Berkshire County (Northern District) Registry of Deeds on January 12, 2022, in Book No. 01778, at Page 523, of which mortgage the undersigned is the present holder MSA Mortgage, LLC, 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 April 17, 2025 on the mortgaged premises being known as 28 Morgan Avenue, North Adams, MA, being all and singular the premises described in said mortgage to wit:

First Parcel:

Beginning at a point on the easterly side of Walnut Street, said point being the southwesterly corner of land once owned by one Plumb; thence running southerly along the easterly side of said Walnut Street about 15 feet to an angle in said street; thence running southerly along the easterly side of said Walnut Street about 56 feet to land once owned by one Belanger; thence easterly along the northerly line of said Belanger 80 feet to said Belanger's northeasterly corner; thence southerly 50 feet along said Belanger's easterly line to land now or formerly of one Bresnahan; thence easterly 10 feet along Bresnahan's northerly line to the northeasterly corner of said Bresnahan's land; thence southerly along Bresnahan's easterly line 50 feet to land now or formerly of one Courchene; thence easterly 42 feet along said Courchene's northerly line to the northeasterly corner of said Courchene land; thence southerly along said Courchene's easterly line to a point in line with the southerly line of land now or formerly of Joseph Less and another, formerly called the Barber lot; thence easterly about 32 feet to the southwesterly corner of said Barber lot; thence northerly along the westerly line of said Barber lot 66 feet to the northwesterly corner thereof; thence easterly along the northerly line of said Barber lot to the southwesterly corner of land now or formerly of Joseph Less; thence northerly along the westerly line of land of said Less to the northwesterly corner thereof; thence easterly along the northerly line of said Less 132 feet to the westerly line of State Street; thence northerly along the westerly line of said State Street to land now or formerly of one Girard; thence westerly along the southerly line of said Girard about 165 feet to the southwesterly corner of land of said Girard; thence northerly about 37 feet on the westerly line of said Girard to the southeasterly corner of land once owned by said Plumb; thence westerly along the southerly line of land of said Plumb about 139 feet to the place of beginning.

Second Parcel (situated westerly from State Street)

Beginning at the northwest corner of land formerly of Frank J. Barber standing on the westerly side of State Street; thence running south 89deg 27' west 74 feet to a contemplated street; thence south 3deg 11' east along the easterly line of said contemplated street 66 feet to a pin driven into the ground; thence north 89deg 47' east 78 feet to the southwest corner of said land formerly of Frank J. Barber; thence northerly in a straight line to the place of beginning.

Being the same premises as conveyed to the mortgagor by deed of Robert A. Davis, dated December 27, 2021, recorded at Berkshire County (Northern District) Registry of Deeds on January 12, 2022 in Book No. 01778, at Page 519.

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: March 13, 2025

(signed:) MSA Mortgage, LLC
Present Holder of said Mortgage
By its Attorneys,
Barsh and Cohen, P.C.

Neil Cohen, Esquire
Attorney for the Mortgagee
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