

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Thomas F. Murphy and Lillian H. Murphy to Salem Five Mortgage Company, LLC, dated July 29, 2005 and recorded with the Plymouth County Registry of Deeds at Book 31066, Page 192, of which mortgage the undersigned is the present holder by assignment from Salem Five Mortgage Company, LLC to Salem Five Cents Savings Bank dated July 29, 2005 and recorded with said registry on August 5, 2005 at Book 31089 Page 293, 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 a.m. on June 23, 2017, on the mortgaged premises located at 136 High Street, Carver, Plymouth County, Massachusetts, all and singular the premises described in said mortgage,

TO WIT:

A certain parcel of land with the buildings thereon situated on the Northerly side of High Street, Carver, Plymouth County, Massachusetts, more particularly bounded and described as follows:

SOUTHERLY: by High Street, as shown on the hereinafter mentioned plan, 150.00 feet;

WESTERLY: by Lot 3, as shown on said plan, 267.00 feet;

NORTHERLY: by land now or formerly of Edgewood Trust, as shown on said plan, 150.00 feet; and

EASTERLY: by Lot 1, as shown on said plan, 267.00 feet.

Containing 40,050 square feet, more or less, and being shown as Lot 2 on a plan entitled "Plan of Land in Carver, Mass. Surveyed for Edgewood Trust Scale: 1"=60' May 9, 1975, Robert A. Cattley, P.F. R.L.S., Consulting Engineer, Mattapoisett, Mass." recorded with Plymouth County Registry of Deeds Plan No. 577 of 1975 Plan Book 18, Page 613.

The above-described premises are conveyed together with benefit of and subject to all rights, rights of way, restrictions, easements and reservations of record if the same are in force and applicable. For title see deed at Book 22905 Page 272.

For mortgagor's(s') title see deed recorded with Plymouth County Registry of Deeds in Book 22905, Page 272.

These 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 are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

TERMS OF SALE:

A deposit of Five Thousand (\$5,000.00) Dollars by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Harmon Law Offices, P.C., 150 California Street, Newton, Massachusetts 02458, or by mail to P.O. Box 610389, Newton Highlands, Massachusetts 02461-0389, within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

Other terms, if any, to be announced at the sale.

SALEM FIVE CENTS SAVINGS BANK
Present holder of said mortgage

By its Attorneys,
HARMON LAW OFFICES, P.C.
150 California Street
Newton, MA 02458
(617) 558-0500
201603-0520 - TEA