

## 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 Douglas Keough and Jennifer L. Keough, a/k/a Jennifer Benway, to Charles River Bank, dated March 4, 2009 recorded with Middlesex South County Registry of Deeds in Book 52358, Page 266, of 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 10:00 A.M. on the 24<sup>th</sup> day of August, 2018 on the premises known as 355 Central Street, Holliston, Middlesex County, Massachusetts, hereinafter described all and singular the premises described in said mortgage, to wit:

A certain parcel of land, with the buildings thereon, situated on the southwesterly side of Central Street in Holliston, Middlesex County, Massachusetts, containing about two (2) acres and 960 square feet of land, more or less, and being shown as Lot 4 on a plan entitled "Subdivision Plan of Land in Holliston property of Thomas W. Leydon", dated April 27, 1954, by Schofield Brothers, Reg. Civil Engineers, recorded with Middlesex South District Registry of Deeds in Book 8260, Page 291, and more particularly bounded and described as follows:

NORTHEASTERLY by Central Street three hundred eighty-five and 52/100 (385.52) feet;

SOUTHEASTERLY by Lot 1 as shown on said plan, one hundred sixty-five and 05/100 (165.05) feet and by land marked Thomas W. Leydon, as shown on said plan, two hundred ninety-two and 84/100 (292.84) feet; and

WESTERLY by land of Oscar C. Brockert et ux as shown on said plan, five hundred eighty-eight and 62/100 (588.62) feet.

Being the same and all the same premises conveyed to the mortgagors by deed of Paul R. Gardner, dated April 28, 2006, recorded with Middlesex South District Registry of Deeds, Book 47355, Page 505.

Terms of Sale: A deposit of Five Thousand (\$5,000.00) Dollars paid in cash, bank or certified check will be required to be paid by purchaser at the time and place of sale with the balance to be paid by certified or bank check in thirty (30) days at the offices of Kenney & Kenney, 181 Village Street, Medway, Massachusetts 02053. The successful bidder will be required to sign the memorandum of sale at the time and place of sale. Deed will be provided to 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.

The mortgagee reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone at any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date.

Said premises will be sold subject to and with the benefit of all restrictions, easements, improvements, outstanding tax titles, mortgages, liens, rights of tenants and parties in possession, unpaid taxes, municipal liens and other public taxes, assessments or liens, having priority over the mortgage described herein, if any, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/or the terms of the

Memorandum of Sale executed at the time of the foreclosure, the mortgagee reserves the right to sell the property by foreclosure deed to the second highest bidder provided that the second highest bidder shall deposit with mortgagee's attorneys, Kenney & Kenney, the amount of the required deposit as set forth herein within three (3) business days after written Notice of Default of the previous highest bidder and title shall be conveyed to said second highest bidder within twenty (20) days of said written notice.

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

CHARLES RIVER BANK

By:

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John Hamilton  
President and CEO  
Present Holder of said Mortgage

\_\_\_\_\_  
Stephen J. Kenney, Esq.  
Attorney for  
Charles River Bank  
Holder of said Mortgage  
Kenney & Kenney  
181 Village Street  
Medway, MA 02053  
(508) 533-6711

Date: August 1, 2018  
August 8, 2018  
August 15, 2018