

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 Ralph J. Constantine to Kevin D. Kelly, Sr., dated June 6, 2017 and recorded with the Plymouth County Registry of Deeds at Book 48518, Page 66, of which mortgage Kevin D. Kelley, Sr. a/k/a Kevin D. Kelly, Sr. 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 AM on December 15, 2017, on the mortgaged premises located at 33 Central Avenue, Unit 4, Scituate, Plymouth County, Massachusetts, all and singular the premises described in said mortgage,

TO WIT:

That certain condominium unit situated in Scituate, Plymouth County, Massachusetts, described as follows:

Unit Four (4) (the "Unit") in Building I, Phase 2 in the Village at South River Condominium (the "Condominium") established by South River Partners, LLC pursuant to Massachusetts General Laws Chapter 183A by Master Deed dated March 29, 2012, recorded with Plymouth County Registry of Deeds in Book 41199, Page 96 (the "Master Deed") and the First Amendment of said master Deed adding Phase 2, Building I, Units 1 through 4, dated July 16, 2012, recorded with said Registry of Deeds in Book 41693, Page 215 and with the benefit of and subject to Massachusetts General Laws Chapter 183A as it may be amended from time to time and The Village at South River Condominium Trust dated March 29, 2012, recorded with said Registry of Deeds in Book 41199, Page 115 (the "Condominium Trust"), which Building I and Unit 4 is shown on the Phase 2 As-Built Site Plan and the Phase 2 Floor Plans, recorded respectively with said Registry of Deeds in Plan Book 57, Pages 363 and 364.

For mortgagor's title see deed recorded with Plymouth County Registry of Deeds in Book 41741, Page 47.

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 TEN THOUSAND (\$10,000.00) 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 the law firm of Dolan Connly, P.C., 50 Redfield Street, Boston, MA 02122, 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.

KEVIN D. KELLEY, SR. A/K/A KEVIN D.
KELLY, SR.,
By its Attorney,
DOLAN CONNLY, P.C.,
David A. Marsocci, Esq.
50 Redfield Street, Suite 202
Boston, MA 02122
(617) 265-3100