

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 Edward's Parking Lot Maintenance, LLC to Philip L. Johnson, Trustee of the Turner Investment Trust u/d/t dated July 13, 2010, dated February 5, 2016 and recorded with the Plymouth County Registry of Deeds at Book 46566, Page 175, of which mortgage Philip L. Johnson, Trustee of Turner Investment Trust 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 January 25, 2018, on the mortgaged premises located at 87 Donald Road, Marshfield, Massachusetts, all and singular the premises described in said mortgage,

TO WIT:

The land with the buildings thereon situated in the Town of Marshfield, Plymouth County, Massachusetts, and being more specifically bounded and described as follows:

Northeasterly: by Donald Road, fifty (50) feet;
Southeasterly: by Lot 127, as shown on a plan hereinafter mentioned, one hundred (100) feet;
Southwesterly: by Lot 137, as shown on said plan, fifty (50) feet;
Northwesterly: by Lot 125, as shown on said plan, one hundred (100) feet.

Said parcel containing 5,000 square feet, more or less, and being shown as Lot 126 on a plan entitled, "Section One Marshfield Acres, Marshfield, Mass." Dated June 5, 1946, Ernest W. Branch, Inc., Civil Engineers, recorded with Plymouth County Registry of Deeds in Plan Book 6, Page 962.

The above described premises are conveyed subject to easements as set forth in instruments recorded with said Deeds in Book 2005, Page 392, and Book 2013, Page 75, also conveyed subject to restrictions as set forth in instrument with said Deeds in Book 2062, Page 68, insofar as now in force and applicable.

Subject to and with the benefit thereof to Easement Agreements recorded with Plymouth County Registry of Deeds in Book 15585, Page 165. See also Assents recorded with Plymouth County Registry of Deeds, Book 15759, Page 348 and Assent recorded in Book 15908, Page 147.

For mortgagor's title see deed recorded with Plymouth County Registry of Deeds in Book 46566, Page 172.

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 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.

PHILIP L. JOHNSON, TRUSTEE OF
TURNER INVESTMENT TRUST,
By its Attorney,
DOLAN CONNLY, P.C.,
David A. Marsocci, Esq.
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Boston, MA 02122
(617) 265-3100