

## **LEGAL NOTICE**

### **Notice of Mortgagee's Sale of Real Estate**

By virtue and in execution of the power of sale contained in a certain mortgage of real estate situated at 295 Granite Street, Rockport, Essex County, Massachusetts, given by 295 Granite Street, LLC, a/k/a The 295 Granite Street, LLC, to Mortgagee Granite Savings Bank, dated November 7, 2008, recorded with Southern Essex District Registry of Deeds in Book 28143, Page 417, 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 11:00 A.M. on November 2, 2018 on the mortgaged premises, 295 Granite Street, Rockport, Essex County, Massachusetts, all and singular the premises described in said mortgage, to wit:

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The land with buildings thereon, situated in Rockport, in the County of Essex and Commonwealth of Massachusetts, described as follows:

#### **PARCEL 1**

A certain parcel of land with the buildings thereon, situated in the North Village of Rockport and lying on the northerly side of Highway leading from said Rockport to Lanesville in the City of Gloucester, said Parcel being known as the "Calve's Orchard," bounded as follows:

Beginning on the highway at the southeasterly corner of the premises by the southwesterly corner of the Homestead of the late Horatio Babson and thence running northwesterly by the highway about five hundred and forty-four (544) feet, measured on the wall to the northwesterly corner of the premises; thence easterly by the wall and line of the "Fattening Pasture" called, about three hundred and forty-four (344) feet to the northeasterly corner of the premises; thence southerly by the wall of said Homestead about three hundred and eighty-five (385) feet to the highway aforesaid and bound begun at; described in deed recorded in Southern Essex District Registry of Deeds in Book 2496, Page 89 and;

#### **PARCEL 2**

A certain parcel of land situated in said Rockport in that part thereof known as Pigeon Cove and lying on the northerly side of the Old County Road, now called Granite Street, and being the parcel of land shown on No. 1 and Lot No. 2 on plan entitled "Land in Rockport, Mass., belonging to Rockport Granite Co.," dated April 6, 1923 by Raymond C. Allen, Civil Engineer, recorded with said Deeds in Plan Book 2589, Page 323.

Said parcel of land is bounded northeasterly by other land of the Rockport Granite Co., there measuring two hundred (200) feet, westerly by other land of the Rockport Granite Co., there measuring three hundred fifteen and thirty-five hundredths (315.35) feet; south westerly by the said Old County Road or Granite Street, there measuring two hundred (200) feet; and easterly by land formerly of Griffin, there measuring three hundred forty-three and fifty-two hundredths (343.52) feet said Lot No. 1 containing 33,440 square feet, and said Lot No. 2 containing 29,120 square feet.

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The premises will be sold and conveyed together with all improvements now or hereafter erected on the property, easements, rights, appurtenances, rents, royalties, mineral / oil / gas rights and profits, water rights, stock, and fixtures now or hereafter part of the property, subject to any and all unpaid taxes and other municipal assessments and liens, and subject to prior liens or other enforceable encumbrances of record entitled to precedence over this mortgage.

**TERMS OF SALE:** TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS cash, bank draft or other form acceptable to the said mortgagee will be required to be paid by the purchaser at the time and place of sale. The entire unpaid balance is to be paid by certified or bank check at the office of Seaside Legal Solutions, P.C., 123 Main

Street, Suite 301, Gloucester, MA 01930 within twenty-one (21) days from the date of the sale. Deed to be delivered and taken at that time. It shall be the bidder's sole responsibility to ascertain all items described in this paragraph and no representations are made concerning compliance with applicable zoning, building, sanitary, or other state and/or municipal regulations. The purchaser shall be required to sign a memorandum of sale containing the above terms at the time and place of sale.

This sale may be postponed or adjourned from time to time, if necessary, by the attorney for the mortgagee at the scheduled time and place for the sale. Description for the premises and contained in said mortgage shall control in the event of a typographical error in this publication.

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

Sale to be conducted by Sullivan & Sullivan Auctioneers, LLC, 148 MA-6A, Sandwich, MA 02563.

Cape Ann Savings Bank, mortgagee  
as successor by merger to Granite Savings Bank  
and present holder of said mortgage  
by its attorney:

Joel Favazza  
Seaside Legal Solutions, P.C.  
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