

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 Brookline Residences, LLC to First Boston Construction Holdings, LLC dated August 8, 2016 and recorded August 9, 2016 with the Norfolk County Registry of Deeds in Book 34344 at Page 562, 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 o’clock A.M. on the 19th day of April, 2019 at 217 Wolcott Road, Brookline, Norfolk County, Massachusetts, all and singular the premises described in said mortgage,

To wit:

A certain parcel of land with the buildings thereon, situated in Brookline, Norfolk County, Massachusetts, being shown as Lot 6 on the plan drawn by E.W. Branch, C.E., dated April 9, 1927, and recorded with the Norfolk County Registry of Deeds at the end of Book 1760, and bounded according to said plan:

- SOUTHWESTERLY: by Wolcott Road, sixty and 00/100 (60.00) feet;
- NORTHWESTERLY: by lot 7 on said plan, one hundred and fifty-one and 84/100 (151.84) feet;
- NORTHEASTERLY: by Lots 1, 2, and 3 on said plan, eighty-one and 29/100 (81.29) feet;
- SOUTHEASTERLY: by Lot 5 on said plan, one hundred fifty-one and 25/100 (151.25) feet.

Meaning and intending to encumber the premises conveyed by Fiduciary Deed of Ann Harris, Personal Representative of the Estate of Rosslyn P. Harris (a/k/a Rosslyn P. Harris, II) dated August 1, 2016 and recorded with the Norfolk County Registry of Deeds on even or near date hereof.

In the event of any typographical error set forth herein in the legal description of the Mortgaged Premises, the descriptions as set forth and contained in the Mortgage shall control by reference.

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.

Premises to 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 lines, 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.

The Mortgaged Premises will be sold and conveyed together with all the improvements now or hereafter erected on the Mortgaged Premises and all easement rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the Mortgaged Premises. All replacements and additions shall also be covered by this sale.

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 Mortgaged Premises to the second highest bidder, provided that the second highest bidder shall deposit with Mortgagee's attorney, Giangrasso Law, LLC, the amount of the required deposit as set forth herein with 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 (2) days of said written notice.

Terms of sale: A deposit of Fifty Thousand and 00/100 dollars (\$50,000.00) by certified or bank check will be required to be paid by the purchaser at the time and place of the sale. The balance is to be paid by certified or bank check at the office of Giangrasso Law, LLC, 60 Walnut Street, Suite 301, Wellesley, MA 02481 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. To qualify to bid, potential bidders must demonstrate that they have the required deposit in hand. The successful bidder shall be required to sign a Memorandum of Sale containing the foregoing terms at the Auction Sale. No deposit shall be required to be paid by the undersigned holder as a high bidder.

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

FIRST BOSTON CONSTRUCTION HOLDINGS, LLC
Present Holder of Said Mortgage
By its attorneys,
Giangrasso Law, LLC
60 Walnut Street, Suite 301
Wellesley, MA 02481
By: David A. Giangrasso, Esq.
(781)-328-9099