

2 MENDEL ROAD, UNIT 2, COHASSET, MA

LEGAL NOTICE
MORTGAGEE'S NOTICE OF SALE
OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Attuck LLC, Trustee of the Winter Realty Trust u/d/t dated April 12, 2018 as more particularly set forth in a certain Trustee's Certificate Pursuant to M.G.L. c. 184, §35 dated March 15, 2019 and recorded with the Norfolk County Registry of Deeds on March 15, 2019, in Book 36666, Page 57, to Atlantis Funding, LLC, dated March 15, 2019, and recorded with the Norfolk County Registry of Deeds on March 15, 2019 in Book 36666, Page 61, of which mortgage the undersigned is the present holder of record, for breach of conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 11:00 a.m. on the December 27, 2019 at 2 Mendel Road, Cohasset, Norfolk County, Massachusetts, all and singular the premises described in said mortgage.

To wit:

Property Description – 2 Mendel Road, Unit 2, Cohasset, MA:

All that certain premises and proportionate interest in condominium situated in Cohasset, Norfolk County, Massachusetts more particularly described as follows:

Unit No. 2 (the "Unit") of the Olde Farm Hill Condominium, located at Mendel Road, Cohasset, Norfolk County, Massachusetts, created in accordance with the provisions of G.L. c. 183A by Master Deed dated August 9, 1990 recorded with Norfolk Deeds at Book 8783, Page 416, as amended of record (the "Condominium") which Unit as shown on the floor plans filed with said Master Deed and on the copy of a portion of said plans attached to the first Unit Deed out recorded in Book 12214, Page 615, to which is affixed verified statement in the form required by G.L. c. 183A, Section 9.

The Unit is conveyed subject to and with the benefit of the provisions of said c. 183A; the provisions, easements, agreements, restrictions and covenants of the Condominium, as set forth in said Master Deed and floor plans; and the By-Laws of the Olde Farm Hill Association recorded with said Norfolk Deeds at Book 8783, Page 442, including but not limited to, the exclusive right to use the area designated on said plans as "Exclusive Use Area Unit #2" as described in Section 3 of the Master Deed.

The post office address of the Unit is Unit 2, Olde Farm Hill Condominium, Mendel Road, Cohasset, Massachusetts 02025.

For Mortgagor's title, see Deed dated March 7, 2019 from Pilgrim Bank F/K/A Pilgrim Cooperative Bank to Attuck LLC, as Trustee of Winter Realty Trust, recorded with the Norfolk Registry of Deeds in Book 36666, Page 50.

The 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, and any 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.

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.

TERMS OF SALE:

A deposit of Ten Thousand and 00/100 (\$10,000.00) Dollars will be required to be paid by purchaser in cash or by certified check or bank treasurer's check at the time and place of the sale as earnest money, at or before the time the bid is certified. The successful bidder will be required to execute a Memorandum of Sale immediately after the close of the bidding. The balance of the purchase price shall be paid in cash or by certified or bank check, bank treasurer's check or other check satisfactory to Mortgagee's attorney within thirty (30) days from the sale date. The description for the premises contained in said mortgage shall control in the event of an error in this publication. The Deed will be provided to purchaser for recording upon receipt of the full purchase price. TIME WILL BE OF THE ESSENCE.

No representations, express or implied, are made with respect to any manner concerning the above described premises, which will be sold in their "as is" condition.

Other terms, if any, will be announced at sale.

Atlantis Funding, LLC
Mortgagee,
By its attorney,
Stephen A. Greenbaum
Greenbaum, Nagel, Fisher & Paliotti, LLP
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