

## 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 **William P. Coburn and Subhashini S. Coburn, Individually and as Trustees of the Coburn Family Cape Cod Investment Trust, dated August 22, 2006 and recorded with the Barnstable County Registry of Deeds in Book 21293, Page 332 and filed at the Barnstable County Land Court Registry as Document No. 1,042,396 and noted on Certificate of Title No. 171730 to Duco Associates, Inc.**, of which Mortgage the undersigned is the present holder, for breach of the conditions of said Mortgage and for the purpose of foreclosing same, the mortgaged premises will be sold at **Public Auction at 11:30AM on the 24th day of June, 2021** on the mortgaged premises hereinafter described namely:

**28 Leveridge Lane East, Sandwich MA 02563**

### **TO WIT:**

Two (2) certain parcels of land with any buildings *thereon*, situated in Sandwich, Massachusetts, on the Northeasterly side of the State Highway between Sandwich and the Village of Sagamore, bounded and described as follows:

### **Parcel 1:**

Lot 2 as shown on a plan of land entitled: "Plan of Land in Sandwich, Mass., for Jesse C. Leatherwood, Scale 1" = 40', Feb. 28, 1978, Kingsbury Surveying Co., Inc. 121 Route 6A, Sandwich, MA" which plan is duly recorded in the Barnstable County Registry of Deeds in Book 322, Page 86.

Containing 32,866 square feet, more or less.

Subject to all easements, restrictions and reservations of record.

For title see Deed from Georgina Louise Bunker to Jesse C. Leatherwood and John J. Stinson dated August 11, 1977 recorded in the Barnstable County Registry of Deeds in Book 2563, Page 91 and see, Probate of Jesse Caldwell Leatherwood, Barnstable County Probate Court Docket No. 96P0754EP-1.

See Deed of Wm. G. Dryden et ux. to Jesse C. Leatherwood dated June 6, 1967 recorded at said Deeds at Book 1368, Page 8. See deed of John J. Stinson to William P. Coburn dated December 17, 2001 recorded at Book 14593, Page 116. See deed of William P. Coburn and Subhashini S. Coburn to William P. Coburn and Subhashini S. Coburn, Trustees of the Coburn Family Cape Cod Investment Trust dated December 30, 2003 recorded at Book 18082, Page 142.

**Parcel 2:**

Northeasterly by a Way, nineteen and 62/100 (19.62) feet;

Southeasterly by a portion of land now or formerly of Elizabeth K. Scholle-Brill,

Southwesterly by a Way, eighteen and 72/100 (18.72) feet; and

Northwesterly by a portion of land now or formerly of Frederick L. Bunker, one

All of said boundaries are determined by the Court to be located as shown on subdivision plan 13749-L dated May 31, 1977, drawn by Kingsbury Surveying Co., Inc., Surveyors, and filed in the Land Registration Office at Boston, a copy of which is filed with the Barnstable County Registry of Deeds in Land Registration Book 299, Page 64 with Certificate of Title No. 38014 and said land is shown thereon as LOT 125 (Way).

Said land is subject to and has the benefit of such rights, easements or provisions as are set forth or referred to in Certificate of Title No. 2505 so far as same are in force and applicable.

For title, see Transfer Certificate of Title No. 72516, Document No. 228,814; Probate of Jesse Caldwell Leatherwood, Barnstable County Probate Court Docket No. 96P0754EP-1; and Order of the Land Court dated May 31, 2001 in Land Court Case No. 3749-S-2001-05 (canceling Certificate No. 72516 and Ordering issuance of new Certificate in the name of the Grantor, John J. Stinson), See Certificate of Title No. 171730.

See Deed dated December 30, 2003 and filed with the Barnstable County Land Court Registry as Document No. 953,539 and noted on Certificate of Title No. 171730.

Property Address: 28 Leveridge Lane East, Sandwich, MA 02563

The 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 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: TEN THOUSAND DOLLARS (\$10,000.00) will be required to be paid by bank or certified check at the time and place of sale. The successful bidder shall be required to sign a Memorandum of Sale containing the above terms at the Auction Sale. The balance is to be paid by bank wire, to the Law Offices of Barr and Cole, 1172 Beacon Street, Suite 202, Newton, MA 02461 within 30 days from the date of sale. Deed will be provided to the purchaser for recording upon receipt in full of the purchase price. Time is of the essence.

The Mortgagee reserves the right to bid at the sale, reject any and all bids, and to postpone the sale to a later time and/or date by public proclamation at the time and date appointed for the sale and to further postpone the sale at any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date.

Other terms and conditions to be announced at the time and place of sale and to be incorporated in the Memorandum of Sale signed at the sale.

In the event of an error in this publication, the description of the premises contained in said mortgage shall control.

Duco Associates, Inc.  
Present Holder of said Mortgage,  
By Its Attorney,  
Philip S. Levoff, Esq.  
Law Office of Philip S. Levoff  
1172 Beacon Street  
Newton, MA 02461  
617-969-1381