

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by 610 Grand Army of the Republic, Inc. to Roland Levesque and Michael S. Marino, Trustees of RSC Irrevocable Trust u/d/t April 1, 2022 in the principal amount of \$2,550,000.00 dated May 12, 2022 and recorded May 13, 2022 with the Bristol County Fall River District Registry of Deeds in Book 11009 at Page 240, 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 o'clock, a.m. on the 25th day of March, 2026, at 610 Grand Army of the Republic Highway, Swansea, MA 02777, Bristol County, all and singular the premises described in said mortgage, to wit:

The land in Swansea, Bristol County, Massachusetts, and bounded and described as follows:

PARCEL ONE:

The land on the southerly side of Route 6 a/k/a Grand Army Highway, with all the buildings and improvements thereon, bounded and described as follows:

Beginning at the Northwesterly corner of the parcel to be conveyed, at the Northeasterly corner of land now or formerly of Myron A. Rothwell;

Thence running by the last-named land, two hundred fifty-four and 14/100 feet (254.14') to an iron bar set in the ground;

Thence continuing Southerly, bearing Westerly, two hundred twenty-five feet (225') to an old cedar post for a corner;

Thence running Northwesterly by land of said Rothwell, four hundred sixty-seven (467') to an old stake set in the ground and land now or formerly of the Montaup Sand and Gravel Co.;

Thence running Southerly by said last-named land, three hundred one and 12/100 feet (301.12') to a pipe and stones for a corner and land now or formerly of William I. Wilbur;

Thence running Easterly by said last-named land, seven hundred thirty-nine feet (739') to a stake set in the ground for a corner;

Thence running Northerly by other land now or formerly of Joseph Borge, Jr., five hundred fifty feet (550') to a stake set in the ground at the southerly line of Route 6; and

Thence running Northwesterly by the southeasterly line of said highway, three hundred eleven feet (311') to the point of beginning;

Said premises are conveyed together with a right of way to the grantee; its successors and assigns, to pass and repass over a contemplated street on the Easterly side of the premises hereby conveyed in common with others having a right thereto.

Excepting from the above-described premises so much of said land as was conveyed by Sunset Realty, Inc. to Smartpace, Inc. by deed dated September 28, 1988 and recorded in the Bristol County Fall River District Registry of Deeds in Book 2019 at Page 126.

PARCEL TWO:

A certain parcel or tract of land in Swansea, Massachusetts, lying southerly of a highway known as G.A.R. Highway or Route 6, bounded and described as follows:

Beginning at a pipe driven into the ground, which point marks the northwest corner of land believed now or formerly of Joseph Borge & Sons, Inc., and then northeast corner of land now or formerly of Roland Levesque and George Sperdutti;

Thence at an angle of 90° to said highway and running Southwesterly by said land of Levesque and Sperdutti, three hundred forty-eight and 48/100 feet (348.48') to a point;

Thence continuing in said course to land now or formerly of Joseph Borge & Sons;

Thence turning and running Easterly, bounded Southerly by land of said Broge to other land of Borge and an old cedar post for a corner;

Thence turning and running Northeasterly by land now or formerly of Borge, two hundred twenty-five feet (225'), more or less, to a point for an angle; and
Thence running Northerly by said last-named land, two hundred fifty-four feet (254'), more or less, to the point and place of beginning.

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: The highest bidder in the sale of the premises shall deposit a bank treasurer's check, or certified check in the amount of One Hundred Fifty Thousand Dollars (\$150,000) at the time and place of the sale of the premises as a non-refundable earnest money deposit towards the purchase price to be held at the option of the Mortgagee as liquidated damages for any default by the successful bidder. The highest bidder in the sale of the premises shall then be required to remit by federal wire transfer an additional non-refundable deposit in an amount to bring the total deposit up to ten percent (10%) of the bid price within five (5) business days of the date of the public auction. The successful bidder shall be required to sign a Memorandum of Sale at the public auction containing the terms herein and any additional terms set forth in the Memorandum of Sale or announced at the public auction. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to the Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. If the sale is set aside for any reason, the Purchaser at the sale may be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney. The description of the premises contained in said mortgage shall control in the event of an error in this publication. TIME WILL BE OF THE ESSENCE.

In the event the successful bidder at the public auction shall default in purchasing the within described property according to the terms of this Notice of the Mortgagee's Sale and/or terms of the Foreclosure Sale Agreement executed at the public auction, the Mortgagee reserves the right at its election, to sell the property to the second highest bidder at the public auction provided that Mortgagee, in its discretion may require (i) said second highest bidder to deposit the amount of the required deposit as set forth herein within three (3) business days after written notice to the second highest bidder of the default of the previous highest bidder, (ii) the second highest bidder to execute a Foreclosure Sale Agreement, and (iii) the closing occur within twenty (20) days of said written notice, time being of essence unless mortgagee agrees otherwise.

Other terms to be announced at the sale.

Present holder of said mortgage,

RSC IRREVOCABLE TRUST U/D/T APRIL 1, 2022

By its attorneys,

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