

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 **PETER A. BRENNAN and ELIZABETH A. BRENNAN** to **NATIONAL CITY BANK** dated **APRIL 14, 2005** and recorded with the **PLYMOUTH** County Registry of Deeds in Book **30370**, Page **110** and assigned to **AMERICAN INVESTMENTS LLC** recorded at Book **55458**, Page **260**, previously assigned to **US MORTGAGE RESOLUTION LLC** at Book **53902**, Page **74** of which mortgage **AMERICAN INVESTMENTS LLC** 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 FEBRUARY 8, 2024** at **51 KIRK CIRCLE, PLYMOUTH, MA 02360**, all and singular the premises described in said mortgage:

TO WIT:

A certain parcel of land shown as Lot 29 on a plan entitled "Phase 2 Definitive Plan, The Ponds at Plymouth, Massachusetts" dated February 14, 1986 and recorded in Plan Book 28, Page 147 and is more particularly described as follows:

Beginning at the Northwest corner of the premises at the intersection with Kirk Circle;

Thence North 32 degrees 34' 26" East One Hundred Ten and 00/100 (110.00) feet by said Kirk Circle;

Thence North 57 degrees 25' 34" West One Hundred Forty-One and 83.100 (141.83) feet by Lot 30;

Thence North 88 degrees 42' 19" East One Hundred Forty-Two and 32/100 (142.32) feet by land of Patrick Deasey, et al;

Thence North 32 degrees 34' 26" East One Hundred Eighty-Nine and 32/100 (189.32) feet by land now or formerly of Auer Stanwood;

Thence North 57 degrees 25' 34" West Two Hundred Sixty and 00/100 (260.00) feet to the point of beginning.

Said lot contains 33,286 square feet, more or less.

These 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, 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:

A deposit of *TEN THOUSAND (\$10,000.00) DOLLARS* by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Braucher & Associates, PLLC, 764 Chestnut St., Manchester, NH 03104, 603-486-1530, 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. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

Other terms, if any, to be announced at the sale.

AMERICAN INVESTMENTS LLC

Present holder of said mortgage
By its attorneys,
Braucher & Associates, PLLC
764 Chestnut Street
Manchester, NH 03104
603-486-1530