

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 **STEPHEN M. PIETFAFITTA** to **MERS/GMAC MORTGAGE, LLC** dated **FEBRUARY 14, 2007** and recorded with the **PLYMOUTH** County Registry of Deeds in Book **34260**, Page **217** and assigned to **AMERICAN INVESTMENTS, LLC** recorded **JANUARY 6, 2023** at Book **57690**, Page **273**, 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 **11:00A.M.** on **February 13, 2024** at **24 WAREHAM ST. MIDDLEBORO, MA 02346**, all and singular the premises described in said mortgage:

TO WIT:

The land in said Middleboro, on the corner of Wareham Street (formerly Water Street) and Benton Street, with buildings thereon formerly numbered 147 Wareham Street, now known and numbered 24 Wareham Street, bounded and described as follows:

**Beginning at the corner of said Wareham and Benton Streets,
Thence running Southeasterly on said Wareham Street about 82 feet;
Thence running southwesterly by land now or formerly of Pierce,
About 110 feet;
Thence running Northwesterly by land now or formerly of
Washburne, about 91 feet to said Benton Street;
Thence running northeasterly along said Benton Street about 110 feet
to the point of beginning.**

Said premises are conveyed subject to and with the benefit of restrictions and easements of record, if any there be, insofar as the same are now in force and applicable.

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