

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the POWER OF SALE contained in a certain Mortgage given by **Christopher H. Martorella and Laura B. Martorella** to **Bank of America, N.A.** dated January 14, 2008 and recorded with the Nantucket County Registry District of the Land Court as Document No. 122907, as noted on Certificate of Title No. 20786, 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, all and singular the premises described in said Mortgage will be sold at Public Auction at **1:00 P.M. on Thursday, May 17, 2012**, on the Premises, located at **15 Wigwam Road, Nantucket, Nantucket County, Massachusetts**.
To wit:

That certain parcel of land together with buildings and improvements thereon in the Town and County of Nantucket, Commonwealth of Massachusetts, known and numbered as 15 Wigwam Road, bounded and described as follows:

NORTHERLY	by Wigwam Road, on two courses, three hundred three and 31/100 (303.31) feet;
SOUTHEASTERLY	by Lot 821 on plan hereinafter mentioned, two hundred fifty-two and 50/100 (252.50) feet;
SOUTHERLY	by Lot 822 on said plan, one hundred five and 00/100 (105.00) feet; and
WESTERLY	by Lot 819 on said plan, two hundred fifty-two and 50/100 (252.00) feet.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 5004-50, Sheet 2, drawn by Schofield Brothers, Inc., Surveyors, dated December 15, 1972, and filed with Certificate of Title No. 9613 at the Registry District of Nantucket County. Said land is shown thereon as Lot 820.

Said land is subject to the following:

Declaration of Conditions and Restrictions dated July 2, 1981 and registered as Document No. 24134 at the Nantucket Registry District for the Land Court.

Road Maintenance and Endowment Agreement dated April 29, 1993 and registered as Document No. 61683 at said Registry District.

Declaration of Trust dated April 29, 1993 and registered as Document No. 61684 at said Registry.

Subject to any and all other easements, rights and restrictions of record insofar as same are now in force and applicable.

For title see Certificate No. 20786.

Said premises will be sold subject to any and all valid superior or prior liens on the said premises, including liens, encumbrances, attachments, levies, unpaid taxes, mortgages, easements, rights-of-way, occupancies, leases, municipal charges or other defects of title, federal, state, district and municipal taxes, liens and assessments and rights of redemption under applicable law, and will be conveyed subject to any of the above and shall, notwithstanding this sale, constitute valid superior prior liens or encumbrances thereon after said sale. Further, in the event that the proceeds of this sale are not sufficient to pay all sums due to the Mortgagee, the Mortgagee reserves the right and power under said Mortgage to foreclose any and all other property mortgaged thereunder or under any other Mortgage or Security Agreement. Mortgagee reserves the right to bid at the auction.

Mortgagee reserves the right to adjourn the sale from time to time. In the event that the successful bidder at the foreclosure sale shall default in purchasing the premises according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right, exercisable at its sole option, to sell the premises by foreclosure deed to the second highest bidder for an amount equal to such second highest bidder's highest bid, provided that such second highest bidder shall deposit with Mortgagee's attorney the amount of the required deposit as set forth herein and shall execute and deliver the Memorandum of Sale within five (5) business days after written notice of the default of the previous highest bidder, and title shall be conveyed to such second highest bidder within thirty (30) days of such written notice. In the event that such second highest bidder does not execute and deliver the Memorandum of Sale within such period of five (5) business days, or defaults in purchasing the premises according to the terms of a Memorandum of Sale, the Mortgagee reserves the right, exercisable at its sole option, to sell the premises by foreclosure deed to itself for the amount of such second highest bid.

TERMS OF SALE shall include a down-payment in the amount of Fifty Thousand and 00/100 (\$50,000.00) Dollars upon the acceptance of the successful bidder's bid, payable in cash or by bank or by certified check. The successful bidder will be required to sign a Memorandum of Sale at the conclusion of the auction in the form provided by the Mortgagee. The Memorandum of Sale requires that the deposit be increased to ten (10%) percent of the purchase price within five (5) business days after the auction. The balance of

the purchase price shall be due and payable within thirty (30) days of said sale; successful bidder to pay costs of transfer, including recording fees and documentary stamps.

This sale may be postponed or adjourned from time to time, if necessary, by the attorney for the Mortgagee at the scheduled time and place of sale. The description of the premises contained in said Mortgage shall control in the event of a typographical error in this publication.

Other terms to be announced at the sale.

Signed:
BANK OF AMERICA, N.A.,
present holder of said Mortgage,
By Its Attorneys,
Thomas E. Pontes, Esquire
WYNN & WYNN, P.C.
90 New State Highway
Raynham, MA 02767
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