

WEDNESDAY, DECEMBER 26, 2018

**PUBLIC NOTICES**

**NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE**

By virtue of and in execution of the Power of Sale contained in a certain Mortgage Deed given by J&B Partners, LLC dated November 16, 2017 to Joan M. Kurker and recorded in the York County Registry of Deeds on November 17, 2017 at Book 17606, Page 936, 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 there will be sold at Public Sale at 110 Main Street, Factory Island in Saco, York County, Maine at 3:30 p.m. on the 11th day of January, 2019, all and singular the real property located at the premises described in said Mortgage and which may be known as 110 Main Street, Factory Island in Saco, County of York and State of Maine and which may also be known as Map 37, Lot 6, or a portion thereof.

To wit:  
A certain lot or parcel of land together with the buildings and improvements thereon, situated on Factory Island in Saco, York County, Maine, and more particularly bounded and described as follows, and more particularly depicted on the plan entitled PARTIAL ALTA/ACSM LAND TITLE SURVEY, sheet S2, dated January 25, 2007, revised August 20, 2007, prepared by Oak Engineers (the "ALTA East Plan"): Beginning at an iron rod that is located on the northeasterly side of the granite seawall along the easterly side of the west branch of the Saco River at the southerly corner of land now or formerly of Central Maine Power;

Thence North 10° 33' 00" West a distance of 168.88' to a point;  
Thence North 50° 02' 15" East a distance of 235.65' to a point near an iron rod;  
Thence North-29°-29'-30" West a distance of 139.35' to an iron rod with cap #1201;  
Thence North 71° 37' 30" East a distance of 196.49' to the base of a bent iron bolt;  
Thence continuing N 71° 37' 30" East to the thread of the east branch of the Saco River;  
Thence southerly along the thread of the east branch of the Saco River;  
Thence westerly by the thread of the west branch of the Saco River to a point located S 10° 33' 00" East of the point of beginning;  
Thence N 10° 33' 00" West to the point of beginning.  
Containing approximately 5.84 acres of land to the bank of the Saco River.  
Together with a non-exclusive easement over that

**PUBLIC NOTICES**

portion of land now of Central Maine Power Company more particularly bounded and described as the "Proposed Easement, Central Maine Power Co. to Island Associates" on the plan entitled PLAN SHOWING PROPOSED LEASES AND EASEMENT ON FACTORY ISLAND, SACO, MAINE, recorded in the York County Registry of Deeds in Plan Book 194, Page 2, and as set forth in Instrument of Conveyance and Release Agreement made by and among Central Maine Power Company and Island Associates, et al. effective August 7, 1986 and recorded in said registry in Book 5481, Page 15.

For source of title, reference is made to a quit claim deed from Saco Island East, LLC to J&B Partners, LLC dated August 8, 2017, and recorded in said registry in Book 17534, Page 286.

**TERMS OF SALE:** Any and all persons wishing to bid for the real estate must, prior to the time of the auction, make a deposit. The amount of the deposit required in order to make any bid shall be \$20,000.00. All deposits shall be made in cash or certified or bank cashier's check in U.S. Funds, made payable to Flagg Law, PLLC, with the balance due and payable within thirty (30) days by February 11, 2019 at 12:00 p.m. at Flagg Law, PLLC, 93 Middle Street, Portsmouth, New Hampshire 03801 upon presentation of a conveyance deed.

The person conducting this sale shall have the right to qualify each bidder in advance of the sale by inspecting his certified check or cash. For further information regarding the subject property, please contact: Flagg Law, PLLC, 93 Middle Street, Portsmouth, NH 03801, telephone number 603-766-6300.

Bidders shall, prior to the start of the auction, register and sign a bidding contract available at the auction. Absentee bids will not be accepted. Joan M. Kurker reserves the right to bid without making the required deposit and may pay for the real estate in the event that it is the successful bidder with a credit against indebtedness owed by the borrowers. Unsuccessful bidders shall receive a refund of their deposit. As to a successful bidder, the deposit shall be non-refundable and it will be credited to the purchase price. The successful bidder for the real estate will be required to sign a Purchase and Sale Agreement at the conclusion of the auction. The balance of the purchase price shall be due and payable thirty (30) days after the date of the auction, by February 11, 2019 at 12:00 p.m., upon

presentation of the Deed. Real estate shall be conveyed by Quitclaim Deed Without Covenant.

The property shall be sold on an AS IS and WHERE IS basis without any warranties whatsoever as to the condition of the property and shall be sold subject to and without limitation to any and all provisions of the municipal zoning ordinance, state and federal land use regulations, local taxes, and the mortgagee makes no warranties, express or implied whatsoever, as to the condition of title or any other matters affecting the property.

Joan M. Kurker expressly reserves the right, in her sole discretion, to modify and/or add terms and conditions pertaining to the sale of the real estate. Final terms and conditions pertaining to the sale of the real estate including additions to and modifications of the above terms and conditions will be announced at the

**PUBLIC NOTICES**

time of the sale.  
Joan M. Kurker,  
By her Attorneys,  
FLAGG LAW, PLLC  
By:  
Jonathan M. Flagg, Esq.  
93 Middle Street  
Portsmouth, NH 03801  
(603) 766-6300  
(12/26/18)