

**PUBLIC NOTICE OF**  
**MORTGAGEE'S SALE OF REAL ESTATE**  
**PURSUANT TO M.R.S.A. § 6203-A ET SEQ.**

**Premises:     The land, buildings and improvements known as  
                  153 and 165 Sheridan Street (also known as 155 Sheridan Street),  
                  Portland, Maine**

By virtue and in execution of the Power of Sale contained in that certain mortgage given by **J & B PARTNERS, LLC** to **DELTA REALTY LLC** (the "Lender"), dated January 17, 2018 and recorded in the Cumberland County Registry of Deeds at Book 34617, Page 15 (the "Mortgage"), as assigned to **REDSTONE REALTY, LLC** (the "Assignee"), as set forth in an Assignment of Note & Collateral Documents dated September 17, 2018 and recorded at Book 35153, Page 87 at said Registry of Deeds, of which Mortgage the undersigned is the present holder, for the breach of conditions of said Mortgage and for the purpose of foreclosing the same, notice is hereby given that the Mortgaged Premises will be sold at Public Sale at **11:00 A.M. on the 8th day of August, 2019**, at or upon the premises known as **153 and 165 Sheridan Street (also known as 155 Sheridan Street)**, Portland, Maine and more particularly described below, being all and singular the premises described in the Mortgage as follows: all rights, title and interest of the Lender and/or its Assignee, if any, in and to the following property (the "Property"):

A certain lot or parcel of land with the buildings thereon situated on the easterly side of Sheridan Street in said Portland, being numbered 161, 163 and 165 on said Sheridan Street and containing 9,146 square feet of land, as shown on Revaluation Plan of the City of Portland, recorded in Cumberland County Registry of Deeds, Plan Book 5, Page 12.

Being the same premises conveyed to James J. McCartney by Annie P. Siteman by deed dated August 28, 1919 recorded in Cumberland County Registry of Deeds Book 1031, Page 111 and being a part of the premises conveyed by James J. McCartney to the Maine Savings Bank by mortgage deed dated October 2, 1924, recorded in said Registry of Deeds in Book 1166, Page 230, which mortgage was foreclosed by said Maine Savings Bank by Notice, certificate of which is recorded in said Registry of Deeds Book 1525, Page 474, and same to grantor from said Bank in Book 1554, Page 98.

Also another certain lot or parcel of land in said Portland on the Northeasterly side of Sheridan Street, formerly Poplar Street, being lot numbered eighteen (18) as delineated on the plan of lots of Simonton, Hatch, Washburn, Cook and Chase recorded in Cumberland County Registry of Deeds, Book 51, Page 297, said lot being about eighty-five feet front of said Sheridan Street and running back to lot numbered twenty-five (25) as marked on said plan about one hundred and forty feet, being the same lot that Horatio N. Jose conveyed to Thomas Shanahan by deed dated seventh day of January 1867.

Lot 18 Reference: See Portland, Maine Plan Book 551, Page 297.

Lots 161, 163 and 165 Reference: Deed to Mary F. McCartney dated August 15, 1938, recorded in the Cumberland County Registry of Deeds in Book 1554, Page 198.

Being the same property conveyed to James M. McCartney and Mary E. Gedaro by Deed from Mary F. McCartney dated January 24, 1972 and recorded in the Cumberland County Registry of Deeds in Book 3355, Page 239.

Being the same property conveyed to the Mary E. Gedaro Trust from Mary E. Gedaro by Deed dated April 13, 2012 and recorded in the Cumberland County Registry of Deeds in Book 29552, Page 95.

Being the same property conveyed to Susanne E. Gedaro from Susanne E. Gedaro as Trustee of the Mary E. Gedaro by Deed dated June 19, 2015 and recorded in the Cumberland County Registry of Deeds in Book 32416, Page 53.

Further reference is also made to the Boundary Line Agreement between the City of Portland and James M. McCartney and Mary E. Gedaro, dated January 19, 1996 and recorded in the Cumberland County Registry of Deeds in Book 12323, Page 317.

For title reference see deed to McCartney Family, LLC from James J. McCartney dated June 30, 2015 and recorded in the Cumberland County Registry of Deeds in Book 32471, Page 220; a deed from John C. McCartney dated June 30, 2015 and recorded in the Cumberland County Registry of Deeds in Book 32471, Page 222; a deed from Mary Ann M. Casey dated July 1, 2015 and recorded in the Cumberland County Registry of Deeds in Book 32471, Page 224; a deed from Theresa E. Dufour dated June 29, 2015 and recorded in the Cumberland County Registry of Deeds in Book 32471, Page 226; and a deed from Susanne M. Gedaro dated June 19, 2015 and recorded in the Cumberland County Registry of Deeds in Book 32471, Page 228.

The premises are conveyed subject to and with the benefit of easements and restrictions of record, if any, insofar as the same are now in force and applicable. The premises will be sold subject to and with the benefit of all rights, restrictions, easements, improvements, outstanding tax titles, municipal or other public taxes, assessments, betterments, liens or claims in the nature of liens and existing encumbrances of record created prior to the Mortgage, or entitled to precedence over the Mortgage, if any there be, insofar as the same are still in force and applicable to the premises.

The premises are also subject to and with the benefit of:

- (a) two (2) certain Boundary Line Agreements recorded May 9, 2017 in the Cumberland County Registry of Deeds at Book 33996, Pages 124 and 128; and
- (b) a Certificate of Variance or Waiver Approval dated December 20, 2017 recorded in the Cumberland County Registry of Deeds at Book 34546, Page 215.

Further information regarding the Property can be obtained by contacting James R. St. Jean Auctioneers at 603-734-4348.

## **TERMS OF THE SALE**

All bids will be accepted beginning at 11:00 a.m. on August 8, 2019. All bidders will be required to deposit **TWENTY THOUSAND and 00/100 DOLLARS (\$20,000.00)** cash, bank draft or certified U.S. funds made payable to the Auctioneer in order to register to bid (the "Deposit"). The Property will be sold to the highest bidder who shall leave the Deposit as a non-refundable down payment. The highest bidder will be required to sign Mortgagee's purchase and sale agreement upon acceptance of bid calling for a closing within 28 days of the public sale at which time the balance of the bid price will be due in immediately available U.S. funds, and the Assignee as foreclosing mortgagee will deliver a duly executed Quitclaim Deed Without Covenant conveying whatever right, title and interest the Lender and/or Assignee has in the Property. Additional terms of sale are available from the Auctioneer and you may obtain a copy of the purchase and sale agreement from the Auctioneer prior to the auction. The Assignee as foreclosing mortgagee and its nominees and assigns reserve the right to bid without making the required Deposit and if the Assignee or its nominee or assigns is the high bidder, to pay for the Property with a credit against the debt owed.

Other terms to be announced at the sale.

The closing shall take place within 28 days of the public sale at the offices of Attorney Douglas E. Hausler, Esq., Lampert, Hausler & Rodman, P.C., Ten North Road, Chelmsford, Massachusetts 01824, attorney for the current holder of the Mortgage.

## **TIME IS OF THE ESSENCE.**

REDSTONE REALTY, LLC  
Present Holder of said mortgage

By its Attorneys,  
LAMPERT, HAUSLER & RODMAN, P.C.  
Douglas E. Hausler, Esq.  
Ten North Road  
Chelmsford, MA 01824  
(978) 256-6080

DATED: Published July 5, July 12, and July 19, 2019