

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

By virtue and in execution of the Power of Sale contained in a certain mortgage given by **Mark M. Hourihan, Anne M. Hourihan** to Washington Mutual Bank, FA dated May 23, 2007, recorded at the Essex County (Southern District) Registry of Deeds in Book 26873, Page 1; said mortgage was then assigned to Bank of America, National Association as successor by merger to LaSalle Bank NA as trustee for WAMU Mortgage Pass-Through Certificates Series 2007-OA6 Trust by virtue of an assignment dated November 25, 2009, and recorded in Book 29259, Page 455; of which mortgage the undersigned is the present holder for breach of conditions of said mortgage and for the purpose of foreclosing the same will be sold at PUBLIC AUCTION at 11:00 AM on **February 23, 2017**, on the mortgaged premises. This property has the address of 8 Stafford Road, Lynnfield, MA 01940. The entire mortgaged premises, all and singular, the premises as described in said mortgage:

A certain parcel of land on Stafford Road in Lynnfield, Essex County, Massachusetts shown as Lot 4 on a plan entitled "Definitive Plan, Sherwood Forest Section XIII, Lynnfield, Mass." dated June 22, 1988, prepared by Hayes Engineering, Inc. and recorded with Essex South District Registry of Deeds in Plan Book 260, Plan 99, to which plan reference may be had for a more particular description of said premises. The Grantor specifically reserves the fee in said Stafford Road, as shown on said plan, but grants to the Grantee, their heirs and assigns, the right to use said Stafford Road, as actually constructed, in common with others legally entitled thereto, for all purposes for which public ways are used in the Town of Lynnfield. The above-described premises are conveyed subject to, and together with the benefit of, all easements, agreements, restrictions and covenants of record including, but not limited to, a Declaration of Common Scheme Restrictions dated December 17, 1990 and recorded with Essex South District Registry of Deeds in Book 10656, Page 397. Grantors reserve to themselves, their successors and assigns, the street light easement as shown upon said plan, together with the temporary right and easement in, over and upon that portion of the above described premises measuring twenty (20) feet wide and being located adjacent to, and parallel with, said Stafford Road, for the purpose of constructing, maintaining and repairing said Stafford Road and related utilities, improvements and drainage systems and structures as shown on said plan. Upon acceptance of said Stafford Road as a public way by the Town of Lynnfield, this temporary right and easement shall terminate. For title reference, see Deed recorded in Book 12429 Page 588.

Subject to and with the benefit of easements, reservation, restrictions, and taking of record, if any, insofar as the same are now in force and applicable. In the event of any typographical error set forth herein in the legal description of the premises, the description as set forth and contained in the mortgage shall control by reference. Together with all the improvements now or hereafter erected on the property and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this sale.

**Terms of Sale:** Said premises will be sold subject to any and all unpaid taxes and assessments, tax sales, tax titles and other municipal liens and water or sewer liens and State or County transfer fees, if any there are, and TEN THOUSAND DOLLARS (\$10,000.00) in cashier's or certified check will be required to be paid by the purchaser at the time and place of the sale as a deposit and the balance in cashier's or certified check will be due in thirty (30) days, at the offices of Doonan, Graves & Longoria, LLC, ("DG&L"), time being of the essence. The Mortgagee reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone at any adjourned sale-date by public proclamation at the time and date appointed for the adjourned sale date. The premises is to be sold subject to and with the benefit of all easements, restrictions, leases, tenancies, and rights of possession, building and zoning laws, encumbrances, condominium liens, if any and all other claim in the nature of liens, if any there be.

In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of foreclosure, the Mortgagee reserves the right to sell the property by foreclosure deed to the second highest bidder, providing that said second highest bidder shall deposit with the Mortgagee's attorneys, the amount of the required deposit as set forth herein. If the second highest bidder declines to purchase the within described property, the Mortgagee reserves the right to purchase the within described property at the amount bid by the second highest bidder. The foreclosure deed and the consideration paid by the successful bidder shall be held in escrow by DG&L, (hereinafter called the "Escrow Agent") until the deed shall be released from escrow to the successful bidder at the same time as the consideration is released to the Mortgagee, whereupon all obligations of the Escrow Agent shall be deemed to have been properly fulfilled and the Escrow Agent shall be discharged. Other terms, if any, to be announced at the sale.

Dated: January 17, 2017 U.S. Bank N.A., successor trustee to Bank of America, NA, successor in interest to LaSalle Bank NA, as trustee, on behalf of the holders of the WaMu Mortgage Pass-Through Certificates, Series 2007-OA6 By its Attorney DOONAN, GRAVES & LONGORIA, LLC 100 Cummings Center Suite 225D Beverly, MA 01915 (978) 921-2670 [www.dgandl.com](http://www.dgandl.com) 4013.01 (HOURIHAN) FEI # 1078.02035 01/25/2017, 02/01/2017, 02/08/2017