

# LEGAL NOTICE 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 **Emily Dibella-Ginnetti, Cesidio Ginnetti** to JPMorgan Chase Bank, N.A. dated July 15, 2010, recorded at the Middlesex County (Southern District) Registry of Deeds in Book 55030, Page 461, as modified by loan modification recorded March 25, 2014, in Book 63407, Page 54; said mortgage was then assigned to Vericrest Financial, Inc. by virtue of an assignment dated May 16, 2013, and recorded in Book 62508, Page 64. Vericrest Financial, Inc. is now known as Caliber Home Loans, Inc. by virtue of a name change certificate dated April 9, 2013.; 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 10:00 AM on **March 1, 2017**, on the mortgaged premises. This property has the address of 80 Greenwood Avenue, Wakefield, MA 01880. The entire mortgaged premises, all and singular, the premises as described in said mortgage:

The following described property: The land with the buildings thereon situated In the Southerly part of Wakefield, Middlesex County, Massachusetts, known as Greenwood Park, being shown as Lots 109, 110 and 111 on a Plan entitled "Plan of Greenwood Park, Wakefield, Massachusetts - Wood Aarmon and Co.," C.S. Miller, C.E., recorded with Middlesex South District Registry of Deeds, Plan Book 60, Plan 48, bounded and described as follows: Northerly by land now or formerly of Lee, 90 feet; Easterly by Lot 112, as shown on said Plan, 98 feet; Southerly by Greenwood Avenue, 90 feet; and Westerly by Lot 108, as shown on said Plan, 98 feet. Together containing 8.820 square feet of land, according to said Plan. Being the same parcel conveyed to Emily DiBella from Jeneven M. Lin, by virtue of a Deed dated 04/25/2006, recorded 04/28/2006, in Deed Book 47366, Page 255, as Instrument No. 2006 00076487 County of Middlesex, State of Massachusetts.

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 26, 2017 Caliber Home Loans, Inc. By its Attorney DOONAN, GRAVES & LONGORIA, LLC, 100 Cummings Center Suite 225D Beverly, MA 01915 (978) 921-2670  
www.dgandl.com 53298 (GINNETTI) FEI # 1078.02027 02/01/2017, 02/08/2017, 02/15/2017