

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 Richard D. Roberts and Ellene P. Roberts to Financial Freedom Senior Funding Coporation, A Subsidiary of IndyMac Bank, F.S.B., dated October 21, 2005 and recorded with the Middlesex County (Southern District) Registry of Deeds at Book 46347, Page 494 as affected by a Partial Release of Mortgage recorded with Said Registry in Book 63311, Page 133 of which mortgage the undersigned is the present holder by assignment from Financial Freedom Senior Funding Corporation to Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for Financial Freedom Acquisition LLC dated September 29, 2009 and recorded with said Registry on October 8, 2009 at Book 53651, Page 234 and by assignment from Mortgage Electronic Registration Systems, Inc., as nominee for Financial Freedom Acquisition LLC to OneWest Bank, N.A. dated July 8, 2014 and recorded with said Registry on August 19, 2014 at Book 64098, Page 280, for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 12:00 p.m. on April 19, 2017, on the mortgaged premises located at 13 AUDUBON ROAD, NORTH READING, Middlesex County, Massachusetts, all and singular the premises described in said mortgage,

TO WIT:

Two certain parcels of and with all the buildings thereon, situated in North Reading, Middlesex County, Massachusetts, bounded and described as follows:

First Parcel:

The land with the buildings thereon, situated in said North Reading, Middlesex County, Massachusetts, being Lot Two Hundred Sixty-one (261) and part of Lot Two Hundred Sixty (260) on a Plan of Land entitled "Plan of Inglenook" made by John Franklin, C.E. and corrected by C.H. Gannett, C.E., dated May, 1911, and recorded with Middlesex South District Deeds, Plan Book 217, Page 32, and being bounded and described as follows:

NORTHWESTERLY by Audubon Road, thirty-eight (38) feet;
SOUTHWESTERLY by Lot 262, eighty (80) feet;
SOUTHEASTERLY by Lot 214 and 215, thirty-eight (38) feet;
NORTHEASTERLY by the part of Lot 260 conveyed July 24, 1954 to Frank J. and Muriel M. Feehan, eighty (80) feet.

Containing 3,040 square feet.

Second Parcel:

The land in North Reading, Middlesex County, Massachusetts being shown as Lots 318, 319, 320 on a Plan of "Inglenook" No. Reading, dated May 1911, John Franklin, C.E. corrected by C.H. GANNETT, C.E. and recorded with Middlesex South District Registry of Deeds in Plan Book 217, Page 32, and being bounded and described as follows:

SOUTHEASTERLY by Audubon Road, sixty (60) feet;
NORTHEASTERLY by Lot 321 as shown on said plan, eighty (80) feet;
NORTHWESTERLY by Lots numbered 353, 354, 355 as shown on said plan sixty (60) feet; and
SOUTHWESTERLY by Lot 317 as shown on said plan eighty (80) feet.

For title reference see Deed recorded at Book 19511, Page 445.

EXCEPTING therefrom the following portion of land as referenced in a Partial Release of Mortgage recorded with the Middlesex County (Southern District) Registry of Deeds in Book 63311, Page 133:

The land in North Reading, Middlesex County, Massachusetts being shown as Lots 318, 319, 320 on a Plan of "Inglenook" No. Reading, dated May 1911, John Franklin, C.E. corrected by C.H. GANNETT, C.E. and recorded with Middlesex South District Registry of Deeds in Plan Book 217, Page 32, and being bounded and described as follows:

SOUTHEASTERLY by Audubon Road, sixty (60) feet;
NORTHEASTERLY by Lot 321 as shown on said plan, eighty (80) feet;
NORTHWESTERLY by Lots numbered 353, 354, 355 as shown on said plan sixty (60) feet; and
SOUTHWESTERLY by Lot 317 as shown on said plan eighty (80) feet.

For mortgagor's(s') title see deed recorded with Middlesex County (Southern District) Registry of Deeds in Book 19511, Page 445.

These premises will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

TERMS OF SALE:

A deposit of Five Thousand (\$5,000.00) Dollars by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Harmon Law Offices, P.C., 150 California Street, Newton, Massachusetts 02458, or by mail to P.O. Box 610389, Newton Highlands, Massachusetts 02461-0389, within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

Other terms if any, to be announced at the sale.

CIT BANK, N.A.

Present holder of said mortgage

3-23-17

By its Attorneys,

3-30-17

HARMON LAW OFFICES, P.C.

4-6-17

150 California Street

NR

Newton, MA 02458 (617) 558-0500

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