

# LEGAL NOTICE MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by Kathleen M. Quinlan and Kerry A. Quinlan to "MERS", Mortgage Electronic Registration Systems, Inc., a separate corporation that is acting solely as nominee for "Lender" 1-800-East-West Mortgage Company and its successors and assigns dated June 20, 2007 and registered with the Middlesex County (Southern District) Registry District of the Land Court, as Document No. 1447070, and noted on Certificate of Title No. 239692, as assigned by Assignment of Mortgage dated May 6, 2011 and registered with Middlesex County (Southern District) Registry District of the Land Court, as Document No. 1566200, as noted on Certificate of Title No. 239692, and as assigned by Assignment of Mortgage dated February 29, 2012 and registered with Middlesex County (Southern District) Registry District of the Land Court, as Document No. 1611711, as noted on Certificate of Title No. 239692, 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 will be sold at **Public Auction at 10:00 AM, on June 9, 2017**, on the premises known as **41 Putnam Avenue, Wakefield, Massachusetts**, the premises described in said mortgage, together with all the rights, easements, and appurtenances thereto, to wit:

The land with the buildings there on, situated in Wakefield in the County of Middlesex and Commonwealth of Massachusetts, described as follows:

Southwesterly by Putnam Avenue, one hundred and one and 80/100 feet;

Westerly by the junction of said Putnam Avenue and Griffen Drive measuring on the easterly curving line thereof, forty-two and 28/100 feet;

Northwesterly by said Griffen Drive, sixty-six and 54/100 feet;

Northeasterly by land now or formerly of Mary Bruno, one hundred nineteen and 70/100 feet; and

Southwesterly by lot 2 as shown on plan hereinafter mentioned, seventy-eight and 04/100 feet.

Said parcel is shown as lot 1 on said plan, (Plan No. 28676A)

All of said boundaries are determined by the Court to be located as shown on a plan, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 619, Page 199, with Certificate 98949.

So much of the above described land as is included within the limits of said Putnam Avenue and of said Griffen Drive is subject to easements as set forth in a grant made by the Brooks Construction Co., Inc. to the Town of Wakefield, Dated May 28, 1958, duly recorded in Book 9224. Page 149.

There is appurtenant to the above described land the right to use the whole of said Putnam Avenue and Griffen Drive, as shown said plan, in common with all other persons lawfully entitled thereto in and over the same.

The above described land is subject to an Order of taking by the Town of Wakefield (Board of Public Works) of easement in Putman Avenue and Assessment, Document No. 465047.

**Terms of Sale:** These premises are being sold subject to any and all unpaid real estate taxes, water rates, municipal charges and assessments, condominium charges, expenses, costs, and assessments, if applicable, federal tax liens, partition wall rights, statutes, regulations, zoning, subdivision control, or other municipal ordinances or bylaws respecting land use, configuration, building or approval, or bylaws, statutes or ordinances regarding the presence of lead paint, asbestos or other toxic substances, sanitary codes, housing codes, tenancy, and , to the extent that they are recorded prior to the above mortgage, any easements, rights of way, restrictions, confirmation or other matters of record.

Purchaser shall also bear all state and county deeds excise tax. The deposit of \$5,000.00 is to be paid in cash or bank or certified check at the time and place of the sale, with the balance of the purchase price to be paid by bank or certified check within thirty (30) days after the date of the sale, to be deposited in escrow with Guaetta and Benson, LLC, at 73 Princeton Street, Suite 212, North Chelmsford, Massachusetts.

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 the foreclosure, the Mortgagee reserves the right to sell the property by foreclosure deed to the second highest bidder or, thereafter, to the next highest bidders, providing that said bidder shall deposit with said attorney, the amount of the required deposit as set forth herein within five (5) business days after written notice of the default of the previous highest bidder.

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

Present holder of said mortgage

M&T Bank  
by its Attorneys  
Guaetta and Benson, LLC  
Peter V. Guaetta, Esquire  
P.O. Box 519  
Chelmsford, MA 01824  
May 16, 2017