

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

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Dawson Daminelli and Janine Boudreau-Daminelli to Mortgage Electronic Registration Systems, Inc. as nominee for Fremont Investment & Loan, its successors and assigns, dated October 3, 2005 and recorded with the Middlesex County (Southern District) Registry of Deeds at Book 46223, Page 473 subsequently assigned to HSBC Bank USA, National Association, as Trustee under the Pooling and Servicing Agreement dated as of December 1, 2005, Fremont Home Loan Trust 2005-E by Mortgage Electronic Registration Systems, Inc. as nominee for Fremont Investment & Loan, its successors and assigns by assignment recorded in said Middlesex County (Southern District) Registry of Deeds at Book 53673, Page 66 and subsequently assigned to HSBC Bank USE, National Association, AS Trustee for Fremont Home Loan Trust 2005-E, Mortgage-Backed Certificates, Series 2005-E by Mortgage Electronic Registration System, Inc., ("MERS"), Solely as Nominee for Fremont Investment & Loan by assignment recorded in said Middlesex County (Southern District) Registry of Deeds at Book 65481, Page 324; of which Mortgage the undersigned is the present holder for breach of the conditions of said Mortgage and for the purpose of foreclosing same will be sold at Public Auction at 11:00 AM on June 26, 2017 at 14 Jennifer Road, Wakefield, MA, all and singular the premises described in said Mortgage, to wit:

The land in Wakefield, Middlesex County, Massachusetts being shown as Lot 8 on Plan entitled "Definitive Plan, Jennifer Park, Wakefield-Stoneham, Massachusetts," Hayes Engineering, Inc., Owner C. Harry & Jennie A. Olson, dated March 24, 1970, duly recorded Middlesex South District Registry of Deeds, book 11987, page 667, being further bounded and described as follows: NORTHEASTERLY by land now or formerly of Griffin and Jo Jen Realty Trust, as shown on said plan hereinbefore referred to, 100 feet; SOUTHEASTERLY by Lot 9 as shown on said plan, 125.95 feet; SOUTHWESTERLY by Jennifer Road as shown on said plan, 100 feet; and NORTHWESTERLY by Lot 7 as shown on said plan, 125.89 feet. Said Lot 8 contains 12,592 square feet more or less according to said plan. This conveyance is made subject to and with the benefit of an agreement dated August 22, 1961 recorded said deeds book 9887, page 246 and also an agreement dated December 11, 1969 and recorded said deeds book 11872, page 639. Included in this conveyance is the fee to the center line of all ways on said plan, which lie adjacent to any of said lots. Said premises are also conveyed subject to and with the benefit of all rights of way over the streets and ways as shown on said plan in common with others lawfully entitled thereto and for all purposes for which streets and ways are commonly used or may hereafter be used in the Town of Stoneham and the Town of Wakefield. Said premises are also conveyed subject to and with the benefit of any rights of way the mortgagors may have in and over Carlida Road, Fairlane Road, and Longbow Road, in common with others lawfully entitled thereto. Including without limiting the generality of the foregoing the right of access motor vehicles of all types and descriptions. For title see deed recorded herewith.

The premises are to be sold subject to and with the benefit of all easements, restrictions, building and zoning laws, liens, attorney's fees and costs pursuant to M.G.L.Ch.183A, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession.

TERMS OF SALE:

A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS (\$5,000.00) in the form of a certified check, bank treasurer's check or money order will be required to be delivered at or before the time the bid is offered. The successful bidder will be required to execute a Foreclosure Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney. The description of the premises contained in said mortgage shall control in the event of an error in this publication. **TIME WILL BE OF THE ESSENCE.**

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

HSBC Bank USA, National Association, as Trustee
for Fremont Home Loan Trust 2005-E,
Mortgage- Backed Certificates, Series 2005-E

Present Holder of said Mortgage,
By Its Attorneys,
ORLANS PC
PO Box 540540
Waltham, MA 02454
Phone: (781) 790-7800
14-018815

6-5,12,19-2017 WDI