

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 Frank S. Ditroia and Sharon L. Ditroia to HSBC Mortgage Corporation (USA) dated March 31, 2004 and recorded with the Middlesex County (Southern District) Registry of Deeds, in Book 42404, Page 395, as assigned by Assignment of Mortgage dated April 19, 2004 and recorded with Middlesex County (Southern District) Registry of Deeds, Book 44174, Page 258, and as assigned by Assignment of Mortgage dated November 8, 2011 and recorded with Middlesex County (Southern District) Registry of Deeds, Book 57853, Page 281, 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 12:00 PM, on September 15, 2017, on the premises known as 6 Grant Street, North Reading, Massachusetts, the premises described in said mortgage, together with all the rights, easements, and appurtenances thereto, to wit:

The land on Grant Street in North Reading, Middlesex County, Massachusetts, designated as lots 192, 193, 194 and 195 on a plan of land entitled "Liberty Acres, North Reading, Mass., Plan No. 3, P.F. Smith, C.E.", recorded and filed with Middlesex South District Registry of Deeds on June 30, 1927, filed as Plan 917.

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, to be announced at the sale.

Dated: August 18, 2017
Present holder of said mortgage

Bank of America, N.A.
by its Attorneys
Guaetta and Benson, LLC
Peter V. Guaetta, Esquire
P.O. Box 519
Chelmsford, MA 01824

8-24-17
8-31-17
9-7-17
NR