

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 Sharon M. Giordano f/k/a Sharon M. Williams to Citizens Bank of Massachusetts, dated May 27, 2005 and recorded with the Middlesex County (Southern District) Registry District of the Land Court as Document No. 1379814, noted on Certificate of Title No. 216495 and Middlesex County (Southern District) Registry of Deeds in Book 45580, Page 361, of which mortgage the undersigned is the present holder by merger, for breach of the conditions of said mortgage and for the purpose of foreclosing same will be sold at public auction at 10:00 AM, on November 29, 2017 on the mortgaged premises being known as 58 Tamworth Hill Avenue, Wakefield, Massachusetts, being all and singular the premises described in said mortgage to wit:

The land with the buildings thereon located in Wakefield, Middlesex County, Commonwealth of Massachusetts. Said premises are shown as Lot "B" on a plan of land drawn by George F. Hayes, C.E. dated 6/18/1958 and recorded with Middlesex County (Southern District) Registry of Deeds in Book 9961 Page 35A.

Subject to and with the benefit of all easements, restrictions, rights, conditions, reservations, rights of way, covenants, provisions, orders, takings and agreements of record in so far as the same are in force and applicable.

Subject to and with the benefit of all matters set forth in, and for a more particular description see deed recorded in Book 30777 Page 217 at the Middlesex County (Southern District) Registry of Deeds, said description is hereby incorporated by reference.

For mortgagors title see deed recorded 10/20/1999 in Book 30777 Page 217 at the Middlesex County (Southern District) Registry of Deeds.

And also securing the following parcel of registered land:

The land with buildings thereon located on Tamworth Hill Avenue, Wakefield, Middlesex County, Commonwealth of Massachusetts as shown upon plan 27168B in Registration Book 613 Page 183 filed with certificate of title number 96733, shown as Lot 1. All of boundaries as stated upon Plan 27168B are determined by the Court to be located as shown upon said plan and filed with said certificate of Title the same being compiled from a plan drawn by Land Court and additional data on file in the Land Registration Office, all as modified and approved by the Court.

Subject to and with the benefit of all easements, restrictions, rights, conditions, reservations, rights of way, covenants, provisions, orders, takings and agreements of record in so far as the same are in force and applicable.

For a more particular description see Certificate Number 216495 Recorded at the MIDDLESEX SOUTH County Registry of Deeds, Land Registration Office, said description is hereby incorporated by reference.

For title see deed dated 10/19/1999 and recorded in the Middlesex County (Southern District) Registry of Deeds in Book 30777, Page 217 and on Certificate 216495 as Document 121564 in the Middlesex County (Southern District) Registry District of the Land Court.

The above described premises will be sold **SUBJECT TO** and with the benefit of all restrictions, easements, improvements, covenants, conditions, building and zoning laws, to any and all unpaid taxes, tax titles, water and sewer charges, municipal or other public taxes, assessments or liens, and rights of tenants and parties in possession, if any.

TERMS OF SALE:

A deposit of \$7,500.00 DOLLARS shall be paid by the successful bidder to the mortgagee in cash, by certified or by cashier's check at the time and place of the sale as a deposit. The successful bidder will be required to execute an Auction Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid in cash, by certified check, by cashier's check, or other check satisfactory to Mortgagee's attorney within thirty (30) days thereafter at the offices of BARSH AND COHEN, P.C., Attorneys for the Mortgagee, 189 Wells Avenue, Newton, Massachusetts, in exchange for which and at such time and place, the deed shall be delivered to the purchaser for recording.

The Mortgagee reserves the right to amend the foregoing terms of sale by written or oral announcement made before the auction sale, during the sale thereof or at the commencement of or during any postponed sale, the right to bid at the sale, to reject any and all bids, and to postpone the sale up until the time the property is declared sold by the auctioneer.

The description of the premises contained in said mortgage shall control in the event of an error in the Notice of Mortgagee's Sale or its publication.

OTHER TERMS TO BE ANNOUNCED AT THE TIME AND PLACE OF THE SALE.

Dated: October 27, 2017

Signed: Citizens Bank, National Association, f/k/a RBS Citizens, National Association
successor bank by merger with Citizens Bank of Massachusetts

Present Holder of said Mortgage

By its Attorneys,

Barsh and Cohen, P.C.

Neil S. Cohen, Esquire
Attorney for the Mortgagee
189 Wells Avenue
Newton, Massachusetts 02459
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