

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

By virtue and in execution of the Power of Sale contained in a certain Mortgage dated May 8, 2001, given by Paul R. Devoe and Cynthia J. Devoe to Stoneham Co-Operative Bank, and recorded in Middlesex County (Southern District) Registry of Deeds at Book 32828, Page 176, the undersigned, New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing, being the present holder of said mortgage by Assignment of Mortgage from Stoneham Co-Operative Bank to Principal Residential Mortgage, Inc. recorded in Middlesex County (Southern District) Registry of Deeds at Book 32828, Page 196, Assignment of Mortgage from CitiMortgage, Inc., successor in interest by merger to Principal Residential Mortgage, Inc. to Ditech Financial LLC f/k/a Green Tree Servicing LLC recorded in Middlesex County (Southern District) Registry of Deeds at Book 66965, Page 138, and Assignment of Mortgage from Ditech Financial LLC f/k/a Green Tree Servicing LLC to New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing recorded in Middlesex County (Southern District) Registry of Deeds at Book 69584, Page 313, 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 Friday, January 12, 2018

upon the hereinafter-described premises known as and numbered as 68 Preston Street, Unit 2C of the Preston Park Condominium, Wakefield, Middlesex County (Southern District), Massachusetts, all and singularly the premises described in said mortgage, to wit:

The dwelling unit referred to as Condominium Unit No. 2-C (the Unit) in the Condominium known as Preston Park Condominium (the Condominium), situated at 68 Preston Street, Wakefield, Middlesex County, Massachusetts created by a Master Deed (the Master Deed) as amended, dated April 30, 1982 and recorded on May 14, 1982 with the Middlesex South District Registry of Deeds, in Book 14608, Page 414. The Unit is more particularly described (1) in the Master Deed, (2) such site and floor plans as have been recorded or filed therewith, (3) as shown on a plan filed with said Deeds in Book 14868, Page 10, to which is affixed a verified statement in the form provided for in the General Laws Chapter 183A, Section 9. Said Unit is conveyed together with: (a) An undivided interest of 1.875% in the common areas and facilities; (b) the right to exclusive use and easement to use parking space No. 64, as shown on the plan entitled "Site Plan, Preston Park, 68 Preston Street, Wakefield, Ma." and duly recorded with the Master Deed at Middlesex South District Deeds on May 14, 1982; and (c) the benefit of and subject to all easements, rights, reservations, restrictions, agreements and provisions contained in the Master Deed, Declaration of Trust, and By-laws contained therein, all duly filed with said Registry of Deeds or as the same may be amended or record, and the Rules and Regulations from time to time promulgated thereunder as authorized therein, and including, without limitation, the restrictions set forth in the said Master Deed, the Plans filed therewith, and of said Declaration of Trust and the By-Laws contained therein (as the same may from time to time be amended by instrument duly filed with said Registry of Deeds) are hereby incorporated by reference and constitute covenants running with the land and are and shall remain binding upon any person and persons having at any time any interest or estate in this Unit and persons claiming through or under them.

For Mortgagor's title, see Deed recorded with the Middlesex County (Southern District) Registry of Deeds at Book 30812, Page 516.

The above-described premises shall be subject to all easements, restrictions, municipal or other public taxes, assessments, liens or claims in the nature of liens, outstanding tax titles, building, zoning and other land use laws and all permits and approvals issued pursuant thereto, including, without limitation, orders of conditions, and existing encumbrances of record created prior to said Mortgage, if there be any. Said premises are to be sold subject to the right of redemption of the United States of America, if any there be.

TERMS OF SALE: The highest bidder shall be required to make a deposit of \$10,000.00 to the holder of said Mortgage, in cash or by certified or bank cashier's check at the time and place of said sale of said premises. The balance of the purchase price is to be paid to said holder in cash, by certified check or bank cashier's check, and thereupon the deed shall be delivered, in thirty (30) days from the date of sale at the firm of Cunningham, Machanic, Cetlin, Johnson, Harney & Tenney, LLP, Attorneys for said holder, 220 North Main Street, Suite 301, Natick, Massachusetts. The successful bidder shall be required to sign a Memorandum of Terms of Sale. The description of the premises contained in said Mortgage shall control in the event of an error in publication.

Other terms, if any, to be announced at the time and place of sale.

**NEW PENN FINANCIAL, LLC, D/B/A
SHELLPOINT MORTGAGE SERVICING,
Present Holder of Said Mortgage,
By its Attorneys,
CUNNINGHAM, MACHANIC, CETLIN,
JOHNSON, HARNEY & TENNEY, LLP
220 North Main Street, Suite 301
Natick, MA 01760
(508) 651-7524**