

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

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Correne Fonzi a/k/a Correne J. Fonzi and Robert J. Fonzi to World Savings Bank, FSB, dated August 24, 2006 and recorded with the Middlesex County (Southern District) Registry of Deeds at Book 48071, Page 199, 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 p.m. on May 14, 2018, on the mortgaged premises located at 26 ORSINI DRIVE, WAKEFIELD, Middlesex County, Massachusetts, all and singular the premises described in said mortgage,

TO WIT:

The land with the buildings thereon situated in Wakefield, Middlesex County, Mass., being described as Lot 8 on a plan of land entitled "Definitive Plan, Orsini Drive, Wakefield, Mass." Hayes Engineering Inc., dated August 13, 1984, recorded with the Middlesex South Registry of Deeds on March 22, 1985, as Plan No. 310 of 1985 in Book 16066, page 150.

Said Lot contains approximately 20,345 square feet, more or less, according to said plan.

Also conveyed herewith is the right to pass and repass in common with all others lawfully entitled thereto on Orsini Drive as shown on said Plan for the purposes for which such ways are commonly used in the Town of Wakefield. No fee interest is hereby conveyed in Orsini Drive. However, the right shall merge with the rights of the Inhabitants of the Town of Wakefield upon legal acceptance of Orsini Drive as a public way.

For mortgagor's(s') title see deed recorded with Middlesex County (Southern District) Registry of Deeds in Book 21813, Page 441.

These premises will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

TERMS OF SALE:

A deposit of Fifteen Thousand (\$15,000.00 ) Dollars by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Harmon Law Offices, P.C., 150 California Street, Newton, Massachusetts 02458, or by mail to P.O. Box 610389, Newton Highlands, Massachusetts 02461-0389, within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

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

WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO BANK  
SOUTHWEST N.A. F/K/A WACHOVIA MORTGAGE, FSB F/K/A WORLD SAVINGS BANK,  
FSB  
Present holder of said mortgage

By its Attorneys,  
HARMON LAW OFFICES, P.C.  
150 California Street  
Newton, MA 02458  
(617) 558-0500  
201709-0217 - YEL

4-17,24, 5-1-2018 WDI