

## 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 **Andrew J. Fraser and Barbara Fraser** to Champion Mortgage, a division of Key Bank, USA, National Association dated July 9, 2003, recorded at the Middlesex County (Southern District) Registry of Deeds in Book 39941, Page 376; said mortgage was then assigned to Household Finance Corp II by virtue of an assignment dated February 12, 2007, and recorded in Book 49141, Page 131; and further assigned to U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust by virtue of an assignment dated January 28, 2015, and recorded in Book 64899, Page 455; of which mortgage the undersigned is the present holder for breach of conditions of said mortgage and for the purpose of foreclosing the same will be sold at PUBLIC AUCTION at 10:00 AM on **February 27, 2019**, on the mortgaged premises. This property has the address of 310 Lowell Street, Wakefield, MA 01880. The entire mortgaged premises, all and singular, the premises as described in said mortgage:

That certain parcel of land, together with the buildings thereon, situated in Wakefield, Middlesex County, Massachusetts and being shown as Lot 1 on a plan dated April 23, 1955, Harry H. Denning, C.E., to be recorded with Middlesex South District Deeds, Book 8508, Page 476. Meaning and intending to convey and hereby conveying the same premises conveyed to me/us by deed dated 05/28/1998 and recorded with Middlesex South Registry of Deeds in Book 28631, Page 033.

Subject to and with the benefit of easements, reservation, restrictions, and taking of record, if any, insofar as the same are now in force and applicable. In the event of any typographical error set forth herein in the legal description of the premises, the description as set forth and contained in the mortgage shall control by reference. Together with all the improvements now or hereafter erected on the property and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this sale.

**Terms of Sale:** Said premises will be sold subject to any and all unpaid taxes and assessments, tax sales, tax titles and other municipal liens and water or sewer liens and State or County transfer fees, if any there are, and TEN THOUSAND DOLLARS (\$10,000.00) in cashier's or certified check will be required to be paid by the purchaser at the time and place of the sale as a deposit and the balance in cashier's or certified check will be due in thirty (30) days, at the offices of Doonan, Graves & Longoria, LLC ("DG&L"), time being of the essence. The Mortgagee reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone at any adjourned sale-date by public proclamation at the time and date appointed for the adjourned sale date. The premises is to be sold subject to and with the benefit of all easements, restrictions, leases, tenancies, and rights of possession, building and zoning laws, encumbrances, condominium liens, if any and all other claim in the nature of liens, if any there be.

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 foreclosure, the Mortgagee reserves the right to sell the property by foreclosure deed to the second highest bidder, providing that said second highest bidder shall deposit with the Mortgagee's attorneys, the amount of the required deposit as set forth herein. If the second highest bidder declines to purchase the within described property, the Mortgagee reserves the right to purchase the within described property at the amount bid by the second highest bidder. The foreclosure deed and the consideration paid by the successful bidder shall be held in escrow by DG&L, (hereinafter called the "Escrow Agent") until the deed shall be released from escrow to the successful bidder at the same time as the consideration is released to the Mortgagee, whereupon all obligations of the Escrow Agent shall be deemed to have been properly fulfilled and the Escrow Agent shall be discharged. Other terms, if any, to be announced at the sale.

Dated: January 25, 2019 U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust By its Attorney DOONAN, GRAVES & LONGORIA, LLC, 100 Cummings Center, Suite 225D, Beverly, MA 01915 (978) 921-2670 [www.dgandl.com](http://www.dgandl.com) 55053 (FRASER)

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