

## 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 Barbara D. Krafte to Mortgage Electronic Registration Systems, Inc., as nominee for Eastern Bank, dated February 23, 2007 and recorded in the Middlesex County (Southern District) Registry of Deeds in Book 49054, Page 331, of which mortgage the undersigned is the present holder, by assignment from:

Mortgage Electronic Registration Systems, Inc. to The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of CWALT, Inc., Alternative Loan Trust 2007-8CB, Mortgage Pass-Through Certificates, Series 2007-8CB, recorded on October 6, 2011, in Book No. 57590, at Page 308

for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 2:00 PM on May 6, 2019, on the mortgaged premises located at 410-414 Salem Street, Unit 402, Heron Pond Condominium, Wakefield, Middlesex County, Massachusetts, all and singular the premises described in said mortgage,

#### TO WIT:

The dwelling unit in Wakefield, Middlesex County, Massachusetts, known as Unit 402, located in Building Four in the HERON POND CONDOMINIUM located at 410-414 Salem Street in said Wakefield, created by the Grantor and established pursuant to Massachusetts General Laws, Chapter 183A, by a Master Deed dated August 23, 1999, and recorded on September 9, 1999, with the Middlesex South District Registry of Deeds at Book 30644, Page 1.

The Unit is conveyed together with an appurtenant 4.53 percent undivided interest in the Common Areas and Facilities of the Condominium as set forth in the said Master Deed, Common area percentages will decrease if and when additional units are constructed, notwithstanding the exact number of units, if any, to be constructed. Said Unit's per cent undivided interest may decrease to 1.45 percent upon the construction of 107 units.

Said Unit is to be used for residential purposes only. Said Unit is laid out as shown on the Unit Plan recorded with the first Unit Deed, which is a copy of a portion of the plans filed with the said Master Deed and to which is affixed a verified statement in the form provided by Massachusetts General Laws, Chapter 183A, Section 9, and said unit contains the area shown on said plan.

The Unit is conveyed also together with an appurtenant membership in the HERON POND CONDOMINIUM TRUST, as set forth in the said Master Deed.

The said premises are conveyed subject to and with the benefit of the following:

- a. The provisions of M.G.L., Ch, 183A as the same may now or hereafter be amended;
- b. The provisions of the said Master Deed and Trust and any amendments thereto;
- c. The By-Laws of HERON POND CONDOMINIUM TRUST, any amendments to the same, and any rules and regulations adopted from time to time pursuant thereto, and all matters of record, stated or referred to in the said Master Deed, as completely as if each were fully set forth herein;

d. Easements, rights, obligations provisions, agreements, restrictions, building line limitation, zoning regulations, public utility and telephone easements, easements in favor of or entered into by the Declarant of the Master Deed, and any other matters set forth or referred to in the Master Deed.

e. An encroachment easement, an easement for pipes, wires, ducts, flues, cables, conduits, public utility lines and other common elements.

f. Further subject to real estate taxes attributable to said Unit for the current year as are not now due and payable.

For title see deed recorded in Book 31022 and Page 090.

Subject to any conditions, covenants, easements and restrictions of record insofar as the same are in force and applicable.

#### PROPERTY ADDRESS:

410-414 SALEM STREET, UNIT 402,  
WAKEFIELD, MA 01880.

For mortgagor's(s') title see deed recorded with Middlesex County (Southern District) Registry of Deeds in Book 31022, Page 90.

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 Ten Thousand (\$10,000.00) 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 St., 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.

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK,  
AS TRUSTEE (CWALT 2007-8CB)  
Present holder of said mortgage

By its Attorneys,  
HARMON LAW OFFICES, P.C.  
150 California St.  
Newton, MA 02458  
(617)558-0500  
2015100546

4-9,16,23-2019 WI