## **LEGAL NOTICE**

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

14 Kings Row, North Reading, MA 01864

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Mark Schille and Annette Schille to Countrywide Home Loans Inc. by and through its nominee Mortgage Electronic Registration Systems, Inc. dated May 14, 2007, and recorded with the Middlesex County (Southern District) Registry of Deeds in Book 49595, Page 589, and assigned through assignments recorded with said Registry of Deeds at Book 56931, Page 90, 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 on October 31, 2019 at 11:00AM, at or upon the mortgaged premises more particularly described below, being all and singular the premises described in said mortgage, to wit:

The property, with the improvements thereon, known as 14 Kings Row, North Reading, Middlesex County, MA, shown as Lot 7 on a plan entitled "Castle Estates II, Definitive Subdivision Plan, Lot Layout, North Reading, Mass." Dated September 17, 1992, revised through March 2, 1993, recorded with Middlesex South District Registry of Deeds as Plan No. 229 of 1993 (3 Sheets) in Book 23078, Pages 419, 420, 421. Said Lot 7 contains 124,474 square feet of land, according to said plan. Subject, to the extent still in effect and applicable, to the matters listed in the deed recorded at Book 25384, Page 478. For title, see Deed at Book 31352, Page 181.

The description of the premises contained in said mortgage shall control in the event of an error in this notice.

The Mortgagee reserves the right to postpone the sale to a later date by public announcement at the time and date appointed for the sale and to further postpone at any adjourned sale date by public announcement at the time and date appointed for the adjourned sale date.

The premises will be sold subject to and with the benefit of all rights, restrictions, easements, improvements, orders of condition, outstanding tax titles, municipal or other public taxes, assessments, betterments, liens or claims in the nature of liens and existing encumbrances of record created prior to the mortgage, or entitled to precedence over the mortgage, if any, insofar as the same are still in force and applicable to the premises. The premises will be sold without representation or warranty as to its condition or fitness for habitation, or whether it conforms to any applicable state or local building, zoning, health, or sanitary codes, or compliance with any federal, state, or local environmental statutes, regulations, ordinances, or by-laws.

If the premises is a condominium unit, then the premises will also be sold subject to Massachusetts General Laws chapter 183A, as amended, the applicable Master Deed and any and all amounts as may be due, following such sale, to the applicable condominium trust.

If the successful bidder at the foreclosure sale defaults in purchasing the property according to the terms of this notice of sale or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right to, among other things, resell the property under the power of sale contained in such mortgage or sell the property by foreclosure deed to the second highest bidder (or other successive bidders, in

the order of their bid) provided that such other bidder deposits with Mortgagee's attorneys, Michienzie & Sawin LLC, the amount of the required deposit as set forth below within ten (10) business days after written notice of default of the previous highest bidder and title shall be conveyed to such other bidder within thirty (30) days of the default, which time periods may be reasonably extended by the Mortgagee in its sole discretion.

TERMS OF SALE: Ten Thousand and No/100 Dollars (\$10,000.00) is to be paid in certified check and/or bank cashier's check (dated no more than ninety days before the date of sale) to be paid by the Purchaser at the time and place of sale. The balance of the purchase price is to be paid by the Purchaser by certified check and/or bank cashier's check (dated no more than ninety days before the date of closing) within thirty (30) days thereafter, which time period may be reasonably extended by the Mortgagee in its sole discretion, at the offices of Michienzie & Sawin LLC, 745 Boylston Street, Boston, MA 02116. Other terms to be announced at the sale. This notice may be viewable at https://www.masspublicnotices.org.

The Bank of New York Mellon fka The Bank of New York, as Trustee for the Certificateholders of CWMBS, Inc., CHL Mortgage Pass-Through Trust 2007-10, Mortgage Pass-Through Certificates, Series 2007-10 present holder of said mortgage by its attorneys, MICHIENZIE & SAWIN LLC 745 Boylston Street Boston, MA 02116

10-10-19, 10-17-19, 10-24-19 NR